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ROLAND W. BURRIS

ATTORNEY GENERAL
STATE OF ILLINOIS



April 8, 1994

Marie Osadjan, Esq.
Amoco Corporation
200 East Randolph Street
P.O. Box 87003
Chicago, IL 60680-0703

RE: **People v. Amoco**
Case No. 94 C00869

Dear Marie:

Enclosed please find a copy of the Consent Decree that has been entered by Judge Plunkett on April 7, 1994.

Best wishes!

Sincerely,

ROSEMARIE CAZEAU

Assistant Attorney General
Environmental Control Division
100 W. Randolph St. - 12th Fl.
Chicago, IL 60601
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cc: Carol Barry
Terry Branigan

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FEB 10 1994

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

U.S. DISTRICT COURT
UNITED STATES DISTRICT COURT

EASTERN DIVISION

PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

AMOCO CHEMICAL COMPANY,
a Delaware Corporation,

Defendant.

94-1000-39
Civil Action No.

CONSENT DECREE
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
AMOCO CHEMICAL COMPANY,)	
a Delaware Corporation,)	
)	
Defendant.)	

CONSENT DECREE

Plaintiff, People of the State of Illinois ("State"), by Roland Burris, Attorney General of the State of Illinois ("Attorney General"), on his own motion and at the request of the Illinois Environmental Protection Agency ("IEPA"), has filed a Complaint in this proceeding pursuant to Sections 22.2, 42, 12(a) and 12(d) of the Illinois Environmental Protection Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1001, et seq., ("Act"), Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ("CERCLA"), as amended, and regulations promulgated pursuant to both laws; with respect to the operation and/or ownership of a facility or site commonly known as the Amoco Chemical (Joliet Landfill) National Priority List Site, which is located near Joliet, in Will County, Illinois, on which hazardous substances, pollutants or

contaminants have come to be located, and also with respect to areas which have been or may be impacted by the release from and/or presence of hazardous substances, pollutants, or contaminants at the Site.

The Attorney General, IEPA, and Amoco Chemical Company ("Settling Defendant") have agreed to the making and entry of this Consent Decree. Except as provided in Section XXX, entitled "Reservation of Rights," this Consent Decree is in full settlement of all issues covered hereunder between the Plaintiff and Settling Defendant.

NOW THEREFORE, in consideration of the foregoing, and upon the consent of the Settling Defendant hereto to perform the Work and other activities to be ordered by the Court, the Parties having appeared, due notice having been given or waived, and the Court having reviewed the record and this Consent Decree, and being fully advised, hereby orders, decrees and adjudges as follows:

I. JURISDICTION AND VENUE

This court has jurisdiction of the subject matter herein and of the Parties consenting hereto pursuant to Section 113 of CERCLA, 42 U.S.C. 9613. The Court, further, has pendent jurisdiction over the subject matter and the Parties hereto pursuant to the Act. Settling Defendant shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree. Venue lies in this District. Additionally, the venue

of any action commenced in District Court for the purposes of interpretation, implementation and enforcement of the terms and conditions of this Consent Decree as provided herein shall be in this District.

II. PARTIES

A. PLAINTIFF.

1. The Plaintiff in this action is the People of the State of Illinois, represented by the Attorney General.

2. The Attorney General brings this action on his own motion and at the request of IEPA, pursuant to the statutory authority vested in him under Sections 42 (d) and (e) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1042(d) and (e), and Section 107 of CERCLA, 42 U.S.C. 9607.

3. The IEPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1004, and charged, inter alia, with the duty to investigate violations of that Act, and to undertake response actions where necessary and appropriate to protect human health and the environment from releases or threats of release of hazardous substances, pollutants or contaminants. The IEPA is designated by Section 4 (1) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1004(1), as the implementing agency for the State for all purposes of CERCLA, as amended, and is authorized to take all action necessary or appropriate to secure to the State of Illinois the benefits of CERCLA. It is acting pursuant to its own authority under the Act, Section 107 of CERCLA, 42 U.S.C. 9607, and regulations promulgated pursuant to both laws, and as the lead agency for

enforcement purposes pursuant to a cooperative agreement between IEPA and USEPA entered under the provisions of Section 104(d) of CERCLA.

B. SETTLING DEFENDANT

"Settling Defendant" is Amoco Chemical Company, a Delaware Corporation licensed to do business in the State of Illinois.

III. SETTLEMENT, PURPOSES AND GENERAL
OBLIGATIONS OF SETTLING DEFENDANT

A. SETTLEMENT.

1. The Parties stipulate that this Consent Decree is entered into for the purposes of settlement only and shall not be construed as an admission of any fact stated herein, fault or liability. Neither the fact that a Party has entered into this Consent Decree nor any of the facts stipulated herein shall be used for any purpose in this or any other proceeding except to enforce the terms hereof by the Parties to this agreement.

2. The undersigned representative for each Party certifies that he or she is fully authorized by that Party to enter into this Consent Decree and legally bind that Party to the terms and conditions of this Consent Decree.

3. The Settling Defendant agrees to satisfactorily complete all work and other obligations required by the terms

and conditions hereunder, and consents to and will not contest or legally challenge the issuance or validity of this Consent Decree or the State's authority to enter into this Consent Decree pursuant to the Act, Section 107 of CERCLA, and regulations promulgated pursuant to both laws.

B. PURPOSES AND GENERAL OBLIGATIONS OF SETTLING DEFENDANT

1. Purposes. The purposes of this Consent Decree are to determine the nature and extent of the release, threatened release or presence of hazardous substances, pollutants or contaminants at or from the Site; to determine and evaluate alternatives for remedial action that will be protective of human health and the environment, and that will be consistent in all respects with the National Oil and Hazardous Substance Pollution Contingency Plan, 40 CFR Part 300 ("NCP"), as amended; and to provide reimbursement for all response costs not inconsistent with the NCP which have been or may be incurred by the State as the result of releases, threatened releases or the presence of hazardous substances, pollutants or contaminants at or from the Site.

The above-specified purposes shall be accomplished by conducting a Remedial Investigation and Feasibility Study ("RI/FS"), or by performing a Remedial Investigation ("R/I") and Presumptive Remedy ("PR") approved by the State, which shall be governed by the terms of this Consent Decree. The State shall have the sole discretion in determining whether a

Presumptive Remedy is appropriate at the site. The exercise of this discretion is not subject to Section XXVI "Dispute Resolution". The Parties contemplate that, following completion of the RI/FS or RI and Presumptive Remedy and the conduct of a public hearing to describe the remedial alternatives considered and the recommended Remedial Action ("RA"), implementation of the selected RA by the Settling Defendant shall proceed pursuant to a subsequent Remedial Design/Remedial Action ("RD/RA") Consent Decree to be negotiated in good faith between the Parties.

2. General Obligations of Settling Defendant. The achievement of the above-specified purposes shall be the sole responsibility of the Settling Defendant, who shall satisfactorily complete all of the following general obligations, each of which is more particularly described elsewhere in this Consent Decree and in Attachments hereto:

a. to make a full determination of the nature and extent of the threat or potential threat to public health, welfare and the environment resulting from the release, threatened release or presence of hazardous substances, pollutants or contaminants at or from the Site by the completion of an RI as set forth in the Statement of Work ("SOW"); said RI shall include the collection of data sufficient to adequately characterize the contamination at the Site and in any area or media

impacted by releases, threatened releases or the presence of hazardous substances, contaminants or pollutants at or from the Site; data collected by Settling Defendant pursuant to this Consent Decree or otherwise obtained by Settling Defendant shall be used to develop and evaluate potential remedial alternatives, as more specifically provided in Attachment 1 hereto, the SOW;

b. to identify and make a full evaluation of appropriate alternatives to remedy the release, threatened release or presence of hazardous substances, pollutants or contaminants at or from the Site by the completion of a Feasibility Study ("FS"), as set forth in the SOW; said FS shall address the Site and any areas or media impacted by releases, threatened releases or the presence of hazardous substances, contaminants or pollutants at or from the Site; the Settling Defendant shall provide to the State complete information derived from the RI and FS or otherwise obtained by it relative to the contamination at or from the Site, so that the IEPA, in consultation with the Attorney General, may select the most appropriate remedial action, as provided in Attachment 1, the SOW. However, in the event a Remedial Action is chosen pursuant to Section III (B) (1), the SOW may be modified so that the range of alternatives evaluated are limited to those identified by the State as

appropriate;

c. to fully reimburse IEPA and the Attorney General for all Response Costs not inconsistent with the NCP which have been or may be incurred by them as the result of releases, threatened releases or the presence of hazardous substances, contaminants or pollutants at or from the Site;

d. to conduct all Work described in a and b above, as more specifically provided in the SOW, employing sound scientific, engineering and construction practices, and in a manner which is consistent with the NCP, as amended;

e. to cooperate with the State in the conduct of the community participation activities necessary to inform the residents living in the area of the Site of the results of the RI, and to allow them to comment on remedial alternatives considered in the FS, or PR as applicable.

f. to satisfactorily perform each and every obligations of Settling Defendant under this Consent Decree; and

g. to specifically acknowledge and assume the responsibility to achieve consistency with the NCP in performing all Work and other obligations required under this Consent Decree.

3. Previous Work. Settling Defendant collected data

and performed studies, analyses and other work prior to entering into this Consent Decree which, upon approval by the State, may be used to satisfy certain requirements of this Consent Decree, to the extent consistent with the NCP. Settling Defendant shall submit such previous work to the State in accordance with Section XIII(B)(1) herein.

IV. PARTIES BOUND AND NOTIFICATION RESPONSIBILITIES

A. PARTIES BOUND.

This Consent Decree applies to and binds the following Parties, all of which are "persons" as defined in Section 3.26 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1003.26, and in Section 101(21) of CERCLA, 42 U.S.C. 9601(21):

1. The State, including the Attorney General and IEPA; and

2. The Settling Defendant, as well as its officers, directors, agents, employees, servants, contractors, consultants, principals, successors, and assigns, and any and all such persons, entities, firms, parents, subsidiaries, and divisions acting under or for the Settling Defendant.

B. SETTLING DEFENDANT'S RESPONSIBILITY.

1. Insuring Compliance. The Settling Defendant shall have the sole responsibility to insure the satisfactory completion of the Work and other obligations required of it under this Consent Decree. The Settling Defendant shall be

solely responsible to insure that its officers, directors, agents, employees, servants, contractors, consultants, principals, successors and assigns, and all other persons, entities, firms, parents, subsidiaries or divisions acting on its behalf fully comply with each and every term and condition of this Consent Decree. Settling Defendant shall not raise the defense of the failure of any of its officers, directors, agents, employees, servants, contractors, consultants, principals, successors, assigns, firms, parents, subsidiaries or divisions to fully comply with the provisions of this Consent Decree in any action brought to enforce this Consent Decree. Settling Defendant shall be liable for any claim or cause of action of any nature arising from or relating to the performance of the Work, the failure to satisfactorily complete the Work or other activities required by this Consent Decree, or the release, threatened release or presence of hazardous substances, contaminants or pollutants at or from the Site.

2. Change of Ownership. No change in ownership, corporate, or partnership status shall in any way alter the status or responsibility of the Settling Defendant under this Consent Decree. In the event that Settling Defendant is subsequently purchased by or merged into another corporation or entity, that successor corporation or entity shall also be jointly and severally responsible for the satisfactory

completion of the Work hereunder, along with the Settling Defendant, and any such successor shall execute a specific assumption of the Settling Defendant's obligations under this Consent Decree.

C. NOTIFICATION RESPONSIBILITIES.

Settling Defendant shall provide a copy of this Consent Decree to any contractor hired to perform any part of the Work required by this Consent Decree, and shall require each contractor to provide a copy of this Consent Decree to any subcontractor retained to perform any part of the Work.

V. NOTICE OF ACTION

A. NOTICE TO PRPs.

The IEPA has notified all potentially responsible parties ("PRPs") whom it had identified as of the date of the filing of the Complaint in this action of their potential liability for contamination at or from the Site, and has offered them the opportunity to conduct the Work described hereunder. The IEPA has also provided the PRPs with the names and addresses of all known PRPs, as well as the Hazard Ranking System ("HRS") scoring package completed by USEPA for this Site.

B. NOTICE TO PRESIDENT AND TRUSTEES.

IEPA has notified the President of the United States, the Federal Natural Resources Trustee, and the State Trustees of Natural Resources of this action by providing each of them with a copy of the notice letter sent to each identified PRP.

The State Natural Resource Trustees are the Directors/Managers of the: (1) Department of Energy and Natural Resources, (2) Department of Conservation, (3) Division of Water Resources of the Illinois Department of Transportation and (4) IEPA.

VI. CONSISTENCY WITH FEDERAL AND STATE LAW AND THE NCP

The Work and other required activities conducted pursuant to this Consent Decree shall be subject to approval by the State as provided herein, shall employ sound scientific, engineering and construction practices, and shall be consistent with CERCLA, as amended, the NCP, as amended, and the Illinois Hazardous Substance Pollution Contingency Plan, 35 Ill. Adm. Code Part 750, as amended. The Work shall be completed in accordance with the standards, specifications and schedule for completion set forth in this Consent Decree and the attached SOW.

VII. DEFINITIONS

Whenever the following terms are used in this Consent Decree and the Attachments hereto, the following definitions shall apply:

1. "Act" means the Illinois Environmental Protection Act, 1991, ch. 111-1/2, par. 1001, et seq., as amended.
2. "BRA" means Baseline Risk Assessment.

3. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended.

4. "Consent Decree" means this Decree and all attachments hereto. In the event of conflict between this Consent Decree and any attachment, the Decree shall control.

5. "Contaminant" means contaminant as that term is defined in Section 3.06 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1003.06, and in Section 101(33) of CERCLA, 42 U.S.C. 9601(33).

6. "Contractor" means the company or companies retained by or on behalf of Settling Defendant to undertake and complete the Work required by this Consent Decree. Each contractor or subcontractor shall be qualified to do those portions of the Work for which it is retained. Each contractor and subcontractor shall be deemed in privity of contract with Settling Defendant within the meaning of Section 107(b) of CERCLA, 42 U.S.C. 9607(b).

7. "Days" means calendar days unless otherwise specified.

8. "Documents" shall specifically include, but shall not be limited to, correspondence, narrative reports, computer discs, video recordings, records, files, photographs, sampling and monitoring data and analyses, chain of custody records, manifests, contracts, trucking logs, bills of lading,

receipts, records pertaining to traffic routing, destination of waste materials, and volume and chemical nature of such materials, and documentary evidence of any and all investigatory or response actions undertaken by any person at the Site or on any area or media impacted by releases, threatened releases or the presence of hazardous substances, contaminants or pollutants at or from the Site. The term "Document" shall be construed broadly.

9. "Effective date" means the date this Consent-Decree is entered by the District Court.

10. "Facility" shall mean facility as that term is defined in Sections 22.2(h)(1)(A) and (B) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1022.2(h)(1)(A) and (B), and in Sections 101(9)(A) and (B) of CERCLA, 42 U.S.C. 9601(9)(A) and (B). The facility consists of those areas which are impacted by hazardous substances, pollutants or contaminants at or from the Site.

11. "Hazardous Substance" shall have the meaning provided in Section 3.14 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1003.14, and in Section 101(14) of CERCLA, 42 U.S.C. 9601(14).

12. "IEPA" or "Agency" means the Illinois Environmental Protection Agency, an administrative agency of the State of Illinois, its employees, and its authorized representatives.

13. "National Contingency Plan" or "NCP" means the National Oil and Hazardous Substance Pollution Contingency Plan promulgated by USEPA pursuant to Section 105 of CERCLA, 42 U.S.C. 9605, which appears at 40 CFR Part 300, as amended.

14. "Parties" means the State of Illinois and the Settling Defendant.

15. "Plaintiff" or "State" means the People of the State of Illinois, acting through the Attorney General and IEPA, as represented before this Court by the Attorney General.

16. "Pollutant" means pollutant as that term is defined in Section 101(33) of CERCLA, 42 USC 9601(33).

17. "Presumptive Remedy" or "PR" means a remedy that the State may determine as being an acceptable remedy for the site.

18. "QAPP" means the Quality Assurance Project Plan for the Work. It shall be consistent with current USEPA guidance.

19. "Release" means release as that term is defined in Section 3.33 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1003.33, and in Section 101(22) of CERCLA, 42 USC 9601(22).

20. "Response Costs" means all direct costs which are not inconsistent with the NCP which have been or may be incurred by the State, and any costs which are consistent with the NCP which have been or may be incurred by the Settling Defendant, subject to the State's review and approval, as the

result of releases, threatened releases or the presence of hazardous substances, pollutants or contaminants at or from the Site. "Response Costs" shall include, but shall not be limited to, such costs as have been or may be incurred by the State in investigating contamination at or from the Site, negotiating this Consent Decree, conducting any response activities directly relative to the Site, conducting the BRA(s), reviewing and providing oversight for performance of the Work hereunder by Settling Defendant, monitoring the compliance of the Settling Defendant with this Consent Decree, or pursuing in good faith litigation to enforce this Consent Decree or to obtain overdue response costs or penalties hereunder. Response costs of the State may include, but shall not be limited to, payroll and other direct costs; indirect and overhead costs; administrative costs such as photocopying, postage, telephone calls and community relations; conveyances; sampling and laboratory costs; travel costs incurred by the State Project Manager and other State employees, agents or consultants; contractor costs; and investigatory Work and engineering evaluations conducted pursuant to the State's direction. Response costs incurred by Settling Defendant shall be limited to those costs incurred which the Settling Defendant can demonstrate to the satisfaction of the State were or will be necessary (as the result of releases, threatened releases or the presence of

hazardous substances, contaminants or pollutants at or from the Site), reasonable and consistent with the NCP.

21. "RI/FS Work Plan" means the plan for the conduct of a Remedial Investigation ("RI") and a Feasibility Study ("FS") or an alternate work plan or modified plan relative to the contamination at or from the Site.

22. "Settling Defendant" refers to Amoco Chemical Company, a Delaware Corporation.

23. "Settling Defendant's Project Coordinator" refers to the person designated by the Settling Defendant and approved by the State of which such approval shall not be unreasonably withheld. This individual shall coordinate, monitor and direct the Work at and related to the Site, under the supervision of the State Project Manager.

24. "Site" shall mean the area or areas commonly known as the Amoco Chemicals Joliet Landfill, which has been owned or operated by Settling Defendant, and which has been a location where Settling Defendant has deposited, stored, disposed, treated or placed hazardous substances, contaminants or pollutants, or otherwise caused such substances, contaminants or pollutants to be located. The Site is part of a facility, as that term is defined herein. The legal description of the Site is: Beginning at coordinate point North 1,739,546.07, East 543,375.04; Thence North 88 deg. 05 min. ~~53~~ sec. East, 810.00 feet to coordinate point North

1,739,572.96, East 544,184.60, Thence South 16 deg. 31 min. 59 sec. West 316.23 feet to coordinate point North 1,739,269.80, East 544,094.61; Thence South 14 deg. 11 min. 58 sec. West, 504.80 feet to coordinate point North 1,738,780.42, East 543,970.78; Thence South 19 deg. 30 min. 40 sec West, 273.91 feet to coordinate point North 1,738,522.25 East 543,879.30; Thence South 30 deg. 44 min. 08 sec. West, 528.44 feet to coordinate point North 1,738,068.03, East 543,609.22; Thence South 41 deg. 35 min. 26 sec. West, 268.79 feet to coordinate point North 1,737,867.00, East 543,430.80; Thence North 06 deg. 30 min. 23 sec. West, 747.41 feet to coordinate point North 1,738,609.60, East 543,346.11; Thence North 01 deg. 54 min. 07 sec. West, 685.00 feet to coordinate point North 1,739,294.22 East 543,323.37; Thence North 11 deg. 35 min. 38 sec. East, 257.10 feet to coordinate point North 1,739,546.07, East 543,375.04 and the place of beginning in Will County, Illinois.

Beginning at coordinate point North 1,737,799.62, East 542,757.66; Thence North 88 deg. 05 min. 53 sec. East, 640.00 feet to coordinate point North 1,737,820.86, East 543,397.31; Thence South 37 deg. 49 min. 27 sec. West, 461.57 feet to coordinate point North 1,737,456.27, East 543,114.26; Thence South 61 deg. 31 min. 59 sec. West, 156.52 feet to coordinate point North 1,737,381.66, East 542,976.66; Thence South 80 deg. 34 min. 27 sec. West, 267.30 feet to coordinate point

North 1,737,337.88, East 542,712.96; Thence North 05 deg. 31 min. 46 sec. East, 463.90 feet to coordinate point North 1,737,799.62, East 542,757.66 and the place of beginning in Will County, Illinois. (Basis of coordinates is Illinois State Plane Coordinates System, East Zone) The Site is approximately 26 acres in size, and includes all of the areas and units shown on the map attached as Attachment 2. "Site" shall also mean the Amoco Chemicals (Joliet Landfill) National Priority List ("NPL") Site listed by USEPA on February 21, 1990.

25. "Site Assessment Plan" means the following documents that have been generated for Settling Defendant by its consultant:

a. "Report on the Sandwich Fault Geologic Investigation at the Amoco Chemical Joliet Facility" prepared by Patrick Engineering, Inc., in September 1988.

b. "Report on the Amoco Chemical Company Landfill Hydrogeologic Investigation Phase II" (five volumes), prepared by Patrick Engineering, Inc., in February 1990.

c. "Report on Phase III Activities at the Amoco Landfill" (two volumes), prepared by Patrick Engineering, Inc., in May 1990.

26. "Statement of Work" or "SOW" means the plan, set forth as Attachment 1 to this Consent Decree, for implementation of the RI and FS, and any subsequent amendments

thereto which are authorized and approved by the State, of which such approval shall not be unreasonably withheld, pursuant to the provisions of this Consent Decree.

27. "State Project Manager" refers to the IEPA employee designated by the State to coordinate, monitor and direct the Work at and related to the Site, in consultation with the Attorney General.

28. "USEPA" means the United States Environmental Protection Agency, its employees, agents and authorized representatives. USEPA is not a party to this Consent Decree.

29. "Work" means the satisfactory completion of the RI and FS, as more particularly specified in the SOW attached hereto, or any alternate Remedial Action or work related thereto as set forth in Section III.

30. Unless otherwise specified herein, terms used in this Consent Decree and attachments shall have the meanings defined in the Act, CERCLA, the NCP and other applicable regulations, as amended.

VIII. AGREED STATEMENT OF FACTS

1. Two closed landfills make up the Site. The Site is located on a parcel of real property approximately 26 acres in size in Channahon Township, one border of which is located within 600 feet of the western bank of the Des Plaines River (see map attached as Attachment 2). The Site is approximately

six miles southwest of the City of Joliet in Will County, Illinois.

2. A shallow aquifer is present beneath the Site. The shallow aquifer is a source of drinking water to a population of approximately 585 people living within a three-mile radius of the Site. Approximately 15 wells completed in the deeper aquifers provide water for a municipality and several industrial users within a three-mile radius. The direction of groundwater flow in the shallow aquifer is believed to be generally from West-Northwest to South-Southeast, toward the Des Plaines River (as indicated by data from the Settling Defendant's previous investigative studies).

3. The Site property was acquired by the Settling Defendant through land purchases in 1957, and the Settling Defendant continues to hold legal and equitable title to the Site. The first landfill (I) thereon (approximately 20.8 acres) operated from about 1958 through about 1972. The second landfill (II) thereon (approximately 4.8 acres) operated from about 1973 to 1975. During the period from about 1958 through 1975, Settling Defendant acknowledges having deposited approximately 5,900,000 cubic feet of wastes, some in 55-gallon drums, including organics, inorganics, heavy metals, acids and general plant refuse in the landfills.

4. At its adjacent chemical manufacturing plant, the Settling Defendant carried and continues to carry on the

production of organic chemicals which are used in the production of plastics and artificial fibers. The Settling Defendant specifically acknowledges the manufacture of four chemical products at its manufacturing plant, namely polystyrene, maleic anhydride, trimelitic anhydride and isophthalic acid. The Settling Defendant acknowledges that some of the by-products of its chemical manufacturing processes may be hazardous substances, including dibasic, monobasic and tribasic organic acids, dimethyl and monomethyl esters, aromatic organic aldehydes and metals. The Settling Defendant acknowledges that some wastes from the manufacture of its products were deposited in the landfills on the Site.

5. The first landfill was closed in the Fall of 1972. Closure was accomplished by leveling the waste piles, placing a two foot minimum clay cover over the landfill and sloping the surface toward the east. The Settling Defendant filed the required landfill closure information with IEPA in February 1978.

6. On July 2, 1974, IEPA observed a reddish leachate discharging into the Des Plaines River and traced its origin to the landfills on the Site. A sample of this leachate taken approximately ten feet offshore indicated the presence of iron, manganese, ammonia, phosphorus and phenol. The leachate had collected in a small inlet of the river resulting in a

reddish plume, observed to extend into the river for fifteen to twenty feet from the bank.

7. The Settling Defendant was informed of the leachate discharges from the Site by IEPA on August 15, 1974. An IEPA inspection of the Site on that date identified two leachate streams discharging into the Des Plaines River, the first from the closed landfill and the second from a portion of the still-active landfill, located several hundred feet away from the location of the first seep.

8. A compliance monitoring survey performed by USEPA on November 20-21, 1974, confirmed that one of the leachate streams was actually a natural stream, impacted by seepage from the landfill, which flowed from the site into the Des Plaines River. This stream was found to contain concentrations of several contaminants in excess of Illinois effluent standards for BOD, suspended solids, total iron, total manganese, phenolics and dissolved solids. Elevated levels of alkalinity, COD, total organic carbon, chlorides and total cobalt were also present.

9. Following an inspection of the Site on January 28, 1975, IEPA informed the Settling Defendant of apparent violations of the Act and Chapter 7 of the Illinois Pollution Control Board Rules and Regulations. In a follow-up letter to the Settling Defendant, IEPA requested the Settling Defendant

to take immediate action to correct the flows of leachate into the Des Plaines River.

10. A leachate recovery system was installed by the Settling Defendant in March, 1975. A collection system consisting of a system of collection laterals and a sump was installed on the bluff of the Des Plaines River. A second similar system was installed at the southern edge of the second landfill.

11. A compliance conference was held at the Site on April 7, 1975. The conference was attended by representatives of the Settling Defendant, IEPA and USEPA. The conference was held to discuss the steps the Settling Defendant was taking to eliminate the leachate discharging into the Des Plaines River.

12. IEPA and USEPA expressed concerns relating to the lack of any back-up units to the sump pump and the lack of contingency plans to assure continued compliance in the event of an overload of the capacity of the Settling Defendant's leachate recovery system. A back-up sump pump was installed in 1978 in an attempt to address the Agencies' concerns. In 1980, the collection facilities were upgraded by replacing existing field tiles, collection sumps, pumps, and piping. During the Fall of 1988, the two collection systems were further upgraded by installing additional collection tiles near the base of the bluff and along the southeast boundary of the second landfill.

13. On August 1, 1977, IEPA inspected the second of the landfills, which had been operating during its last inspection. The August, 1977 inspection disclosed that the Settling Defendant had apparently closed and completed covering the landfill, pursuant to then-applicable law and regulations. An August 30, 1977, letter from IEPA to the Settling Defendant requested the company to conduct remedial actions in the event of future Site problems, such as those relating to leachate seeps, surface drainage or erosion. This letter referenced Illinois Pollution Control Board Rule 318 regarding closure requirements, and required the Settling Defendant to provide documentation of compliance therewith. The landfills were officially closed in 1978 upon IEPA's receipt of the necessary documentation.

14. The Settling Defendant filed a notice pursuant to Section 103(c) of CERCLA, 42 U.S.C. 9603(c), with USEPA on June 8, 1981, in which it listed the volume of waste deposited in the landfills as 5,900,000 cubic feet and listed the waste types as organics, inorganics, acids, general plant refuse and chemicals.

15. A USEPA Preliminary Assessment dated February 23, 1983 listed the probable quantity of hazardous substances at the Site as 135,000 tons of chemical wastes, including the following:

- (1) organic chemicals (plasticizers,

resins, elastomers, ethers, esters,
ketones and aldehydes);

(2) inorganic chemicals (salts and asbestos);

(3) acids (pH less than 3); and

(4) heavy metals (metals and metal sludges).

The Assessment indicated that groundwater, surface water, soil, air, flora and fauna may have been exposed to actual or potential contamination from the leachate flows at and from the Site.

16. Amoco Corporation's Groundwater Management Section performed hydrogeological investigations of the Site from January, 1982 to October, 1985. These investigations included the drilling and sampling of 17 groundwater monitoring wells. Reports of these investigations concluded that dissolved hydrocarbons, iron, manganese, and bromide were present in the groundwater beneath the landfill area. The reports recommended that additional sampling be done to verify the initial findings.

17. An investigation of the presence of the Sandwich Fault beneath the landfill and the potential for contamination of the deeper aquifers from landfill seepage was conducted by Patrick Engineering, consultant for the Settling Defendant, from November, 1986 to May, 1988. The report issued by Patrick in May, 1988 stated that the deeper aquifers have not been impacted by seepage from the landfill via potential

fracture conduits associated with the Sandwich Fault or otherwise.

18. A hydrogeologic investigation of the shallow bedrock aquifer beneath the landfill was conducted by Patrick Engineering from June, 1988 to February, 1990. Included in the investigation were the installation and sampling of 22 additional monitoring wells, sampling of the Des Plaines River and a study of the effect of the adjacent wastewater treatment lagoons on the Site. A report of this investigation is dated February, 1990. This report stated that 1) groundwater flow in the shallow bedrock aquifer is towards the Des Plaines River; 2) the waste was deposited above the water level of the shallow bedrock aquifer; 3) groundwater was most impacted along the northeastern edge of the first landfill; 4) the Des Plaines River was not being impacted by the landfill; and 5) the effect of exfiltration from the treatment lagoons adjacent to the Site was negligible.

19. Further investigation of the shallow bedrock aquifer was conducted by Patrick Engineers through May, 1990. Seven additional monitoring wells were installed downgradient of the landfill near the Settling Defendant's eastern property line adjacent to the Des Plaines River. These wells were installed to assess if the impacted groundwater was entering the Des Plaines River. A report was issued by Patrick Engineering in May, 1990 which stated that the water quality of the Des

Plaines River is not being impacted by the Site.

20. A Potential Hazardous Waste Site Investigation Report was issued by USEPA on March 6, 1985. This Report cited the presence of benzene, toluene, ethylbenzene, iron, manganese and zinc, and the potential for contamination of surface water, soil, flora and fauna.

21. The wastewater treatment lagoons adjacent to the landfills were constructed by the Settling Defendant in 1968, and have been operated for the treatment of process wastewater, which is produced as the result of Settling Defendant's manufacturing operations. Said lagoons have operated from about 1968 to the present.

22. Based on IEPA and USEPA investigations, and taking into account relevant factors under the NCP, including populations at risk, the nature of potentially hazardous substances present, and the actual and/or potential contamination of drinking water supplies, the Site was proposed for inclusion on the NPL on June 24, 1988, pursuant to Section 105 of CERCLA, 42 U.S.C. 9605. See 40 CFR Part 300, Appendix B, and 53 Federal Register 23988.

23. On February 21, 1990, USEPA issued a final listing of the Site on the NPL, with an HRS score of 39.44. See Volume 55 Federal Register 6160.

24. USEPA is not a Party to this Consent Decree. On April 30, 1990, IEPA and USEPA entered into a cooperative agreement (#V995016-01) with regard to the Site and two other NPL sites. Through this agreement, USEPA provided funding to IEPA to conduct "State-lead enforcement activities", which were PRP identification and RI/FS negotiations, leading to this Consent Decree for the Site in accordance with the NCP. The State-lead enforcement assurances which make up part of the cooperative agreement indicate that the IEPA and the Attorney General will be the two agencies which "will participate in the activities" specified in the SOW attached to this Consent Decree. The State has submitted this Consent Decree to USEPA for its review and comment prior to filing with this Court.

25. The Settling Defendant acknowledges that it has received a copy of the above-referenced cooperative agreement from IEPA.

IX. CONCLUSIONS OF LAW

This District Court hereby makes the following conclusions of law, based on the information available as of the effective date of this Consent Decree:

1. The Site is part of a "facility", as defined in Sections 22.2(h)(1)(A) and (B) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1022.2(h)(1)(A) and (B), and in

Sections 101(9)(A) and (B) of CERCLA, 42 U.S.C. 9601(9)(A) and (B). Its legal description is provided above, in Section VII(24).

2. From about 1958 to about 1975, "hazardous substances," "pollutants" or "contaminants," as defined in Sections 3.14 and 3.06 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1003.14 and 1003.06, and in Sections 101(14) and 101(33) of CERCLA, 42 U.S.C. 9601(14) and 9601(33), were deposited, stored, disposed of, placed, or otherwise came to be located at the Site and from the Site.

3. Settling Defendant is a "person" as defined in Section 3.26 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1003.26, and in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).

4. The Settling Defendant is "owner" of the Site within the meaning of a responsible party under Section 104, 107 and 122 of CERCLA 42 U.S.C. 9604, 9607 and 9622 and Section 22.2(h)(2) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1022.2(h)(2), and Section 101(20) of CERCLA, 42 U.S.C. 9601(20).

5. The Settling Defendant is "operator" of the facility, which includes the Site, within the meaning of Section 22.2(h)(2) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1022.2(h)(2), and Section 101(20) of CERCLA, 42 U.S.C. 9601(20).

6. Settling Defendant is a person who is liable for all Response Costs incurred by the State not inconsistent with the NCP, pursuant to Section 22.2 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1022.2, and Section 107 of CERCLA, 42 U.S.C. 9607.

7. The past, present and potential migration of hazardous substances; contaminants or pollutants at or from the Site constitutes an actual and/or threatened "release" into the "environment" as those terms are defined, respectively, in Section 3.33 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1003.33, and Section 101(22) of CERCLA, 42 U.S.C. 9601(22); and in Section 101(8) of CERCLA, 42 U.S.C. 9601(8).

X. DETERMINATIONS

This District Court hereby makes the following determinations:

1. Based on the foregoing Statement of Facts and Conclusions of Law, the Court finds and the Parties agree that the Settling Defendant shall conduct to completion an RI and FS or an RI and PR approved by the State, of the contamination at and from the Site. The State has the sole discretion to determine whether an RI and PR is an acceptable remedy instead of an RI and FS;

2. Based on the foregoing Statement of Facts and Conclusions of Law, the Court finds and the Parties agree that the Work and other activities outlined in this Consent Decree are necessary to ensure the protection of public health, welfare and the environment;

3. Based on the foregoing Statement of Facts and Conclusions of Law, the Court finds and the Parties agree that the Work and other activities required by this Consent Decree will, if properly performed to completion as set forth herein and in the attached SOW, and guidance documents included therein, be in the public interest and are consistent with the NCP, 40 CFR Part 300, as amended, and with CERCLA, as amended; and

4. Based upon a review of the record and on the foregoing Statement of Facts and Conclusions of Law, the Court finds and the Parties agree that all Response Costs specified in Attachment 3 which were incurred by the Agency prior to June 30, 1993, and the Attorney General prior to September 30, 1993, as the result of releases, threatened releases or the presence of hazardous substances, contaminants and pollutants at or from the Site were consistent with the NCP.

XI. STATEMENT OF WORK

Settling Defendant shall be responsible to undertake and

complete, at its own expense, all Work and all other activities called for by this Consent Decree, or the attached SOW subject to Section XXXVII (A) and (B). The SOW is attached hereto as Attachment 1, is incorporated herein, and is made an enforceable part of this Consent Decree.

XII. BASELINE RISK ASSESSMENT

As provided in the SOW attached hereto, IEPA's contractor will conduct a Baseline Risk Assessment ("BRA") in coordination with the Settling Defendant's performance of the RI/FS. The BRA shall be conducted in a manner consistent with IEPA and USEPA guidance, but not limited to including OSWER Directives 9285.5-1 (April 1988) and 9285.7-01C (December 1991). The Settling Defendant shall be responsible to pay all Response Costs of the State and the Agency's contractor related to the conduct of the BRA, and shall pay the Agency's contractor directly. The Settling Defendant shall have no contractual relationship with the Agency's contractor and shall have no authority to direct or approve the work of the Agency's contractor. In the event that USEPA guidance changes prior to the commencement of work on the BRA, such that PRPs may be authorized to perform BRAs, Settling Defendant shall have the right to Petition the State for permission to hire its own contractor to perform the BRA. In the event that the Settling Defendant is permitted by the State to conduct the

BRA, such permission shall not unreasonably be withheld, and if the Settling Defendant fails to conduct the BRA, in accordance with applicable guidance, the State shall promptly notify the Settling Defendant in writing setting forth its requested revisions to the BRA, request that another BRA be conducted or advise settling Defendants the State shall conduct the BRA.

XIII. RI/FS WORK PLAN

A. CONSENT DECREE TO GOVERN

This Consent Decree and all State and Federal laws and guidance referenced herein shall govern all aspects of the RI and FS required herein. The duties and obligations provided under this Section XIII may be modified in the event the State permits a RI and a PR to be implemented instead of a RI and a FS.

B. PLANS TO BE PREPARED

The following plans shall be prepared by the Settling Defendant:

1. Site Assessment Plan. Within thirty (30) days of the effective date of this Consent Decree, the Settling Defendant shall submit for review to the State the Site Assessment Plan.

2. Work Plan. Within sixty (60) days of the Settling Defendant's receipt of the State's comments on the Site Assessment Plan, the Settling Defendant shall submit a Work

Plan to the State and USEPA for the conduct of the RI and FS (hereinafter referred to as the "RI/FS Work Plan"). The RI/FS Work Plan shall provide, at a minimum, for the submittal of preliminary and final RI Reports, and preliminary and final FS Reports.

3. Contents of Work Plan. The RI/FS Work Plan submittal shall include, but not be limited to, the following project plans:

(a) a field sampling plan; (b) a health and safety plan; (c) a plan for satisfaction of permitting requirements; (d) a QAPP; (e) a data management plan; and (f) a schedule for implementation of RI/FS tasks and deliverables such as preliminary and final technical memoranda, preliminary and final RI Reports, preliminary and final BRAs, (if it is determined that the State is not conducting the BRAs), and preliminary and final FS Reports.

Where appropriate, all documents provided shall be separate, distinct and complete.

C. GUIDANCE

The RI/FS Work Plan shall be developed consistent with the SOW attached hereto; the standards set forth in Section 121 of CERCLA, 42 U.S.C. 9621; USEPA guidance entitled, "Conducting Remedial Investigations/Feasibility Studies (RI/FS) Under CERCLA", dated October, 1988, as amended; and

any additional guidance documents specified herein. In the event that any additional guidance is provided to the Settling Defendant by the State after the effective date of this Consent Decree, but before final approval of the RI/FS Work Plan, corresponding amendments, if necessary, shall be made in accordance with Section XXXVII.

D. REVIEW OF RI/FS WORK PLAN

1. Work Plan Review. The RI/FS Work Plan shall be subject to review, modification, and approval by the State.

2. Notification of Approval or Disapproval. The State agrees to review the RI/FS Work Plan within ninety (90) days of receipt of such plan. The State may extend the time for review by a period not to exceed thirty (30) days, by notifying Settling Defendant prior to the expiration of the initial ninety (90) day review period. In the event of any disapproval or conditional approval of a plan or report, the State shall specify, in writing, any deficiencies and required modifications to the RI/FS Work Plan. If the State fails to provide such written notice as required herein within the time period provided, herein, then the submission shall be deemed acceptable.

3. Submission of Revised Work Plan. Within thirty-one (31) days of receipt of a notice of Work Plan disapproval or modification, from the State, the Settling Defendant shall either submit a revised RI/FS Work Plan to the State which

incorporates all modifications required by the State or shall invoke the Dispute Resolution provisions in Section XXVI. If Settling Defendant fails to initiate the Dispute Resolution procedures within the thirty-one (31) day time period specified above, Settling Defendant shall be deemed to have agreed to the specified modification(s). The Settling Defendant and the State agree to negotiate in good faith during the thirty (30) day period following the submittal of the revised RI/FS Work Plan with the objective of reaching a readily approvable document.

4. State Right to Conduct RI/FS. In the event the parties are unable to agree on the revised RI/FS Plan, the State retains the right to conduct a complete RI/FS and/or to enforce the terms of this Consent Decree, subject to either party's right to invoke dispute resolution proceedings.

5. Implementation of Work Plan. The Settling Defendant shall proceed promptly to implement the Work detailed in the RI/FS Work Plan once the Work Plan is fully approved in writing by the State. Settling Defendant shall not commence field activities until approval by the State of the RI/FS Work Plan.

6. Incorporation of Work Plan. The fully approved RI/FS Work Plan shall be deemed incorporated into and made an enforceable part of this Consent Decree. In order to assure that the RI/FS is conducted in full compliance with the Act

and with CERCLA, as amended, the Work Plan shall conform with all relevant portions of the Act and CERCLA, as amended, including, but not limited to, Section 121 of CERCLA, 42 U.S.C. 9621. All Work shall be conducted in accordance with the Act and with CERCLA, as amended, the NCP, as amended, and all other requirements and guidance specified herein, or in the SOW, including the standards, specifications and schedule contained in the RI/FS Work Plan.

XIV. WORK

The Settling Defendant shall perform the activities in the RI/FS Work Plan, pursuant to the schedules therein, as approved by the State. The Work shall be completed in accordance with all requirements of this Consent Decree and the SOW, including the standards, specifications, and the time periods set forth in this Consent Decree and SOW. The Settling Defendant shall not commence field activities until approval by the State of the RI/FS Work Plan.

XV. ADDITIONAL WORK

A. NOTIFICATION OF ADDITIONAL WORK

In the event that the State determines, or the Settling Defendant believes that additional Work, including RI Work and/or engineering evaluations, is necessary to satisfactorily complete the RI/FS, or an alternate remedy, the State shall

provide written notice of such required additional Work to the Settling Defendant, or the Settling Defendant shall provide written notice of proposed additional Work to the State, as appropriate. Corresponding amendments to the Consent Decree shall be made in accordance with Section XXXVII herein.

B. ADDITIONAL WORK PROPOSED BY SETTLING DEFENDANT

Any additional Work proposed by Settling Defendant shall be subject to approval by the State, in advance of the implementation of any such Work.

C. ADDITIONAL WORK SUBJECT TO DISPUTE RESOLUTION

Any additional Work determined to be necessary by the State shall be completed by Settling Defendant in accordance with the standards, specifications, and schedules determined by the State, subject to the Dispute Resolution provisions provided herein. Any additional Work proposed by the Settling Defendant shall, likewise, be subject to the Dispute Resolution provisions, if the State and the Settling Defendant cannot reach informal agreement with regards thereto.

XVI. REPORTS AND REVIEWS OF REPORTS

A. REPORTS

The Settling Defendant shall submit preliminary and final RI Reports, preliminary and final FS Reports and any other plans or reports required by the RI/FS Work Plan to the State in accordance with the schedule contained in the approved

RI/FS Work Plan.

B. REVIEW OF REPORTS

1. Review of Reports. The State agrees to review the preliminary and final RI Reports, the preliminary and final FS Reports, and any other preliminary or final plans or reports specified in the RI/FS Work Plan, within ninety (90) days of receipt of such plans or reports. The State may extend the time for review for a period not to exceed thirty (30) days by notifying Settling Defendant in writing prior to the expiration of the initial ninety (90) day review period.

2. Specification of Modifications. If the State does not approve any preliminary or final plan or report, the State shall specify, in writing, any deficiencies or required modifications within seven (7) days following the completion of its review. If the State fails to provide such written notice as required herein, within the time period provided herein, then the submission shall be deemed acceptable.

3. Submission of Revised Plan. The Settling Defendant shall either submit to the State a revised plan or report which shall incorporate all reasonable State modifications or additions within thirty-one (31) days of receipt of notice of any deficiencies and the State's required modifications, or shall invoke the Dispute Resolution provisions provided in Section XXVI. If Settling Defendant fails to initiate the Dispute Resolution procedures within the thirty-one (31) day

time period specified, Settling Defendant will be deemed to have agreed to the specified modifications. The State Project Manager may establish a longer period for revision of a plan or report by so informing the Settling Defendant in writing.

4. State Right to Terminate Consent Decree or to Conduct RI/FS. In the event of subsequent disapproval of any revised plan or report, and failure to achieve a mutually acceptable and approvable document during the thirty-one (31) day period following the notice of disapproval or modification, the State retains the right to terminate this Consent Decree perform additional studies and/or conduct a complete or partial RI/FS, and/or enforce the terms of this Consent Decree in the appropriate judicial forum.

C. PROGRESS REPORTS

1. The Settling Defendant shall prepare and provide to the Attorney General, IEPA and USEPA written monthly progress reports which shall contain, at a minimum:

a. A description of the actions which have been taken toward achieving compliance with this Consent Decree during the previous month;

b. All results of sampling and tests, and summaries of all other raw data received by Settling Defendant or by its agents or contractors during the month and relating to the contamination at or from the Site;

c. All plans and procedures completed during the past month, including target and actual completion dates for each element or activity, and an explanation of any deviation from the schedules in the RI/FS Work Plan schedule;

d. A description of all activities which are scheduled for the next month;

e. Information regarding percentage of completion;

f. A description of any observed detrimental changes in the conditions at or from the Site, such as erosion, or changes in Site security (including access);

g. A description of all actions and deadlines which occurred during the past month, along with each of the Section numbers of this Consent Decree, the SOW or any State-approved plan which required said actions; a statement of whether Settling Defendant met all applicable deadlines; if any deadline has been missed, a statement of whether a penalty may be associated with failure to meet that deadline; and a statement regarding whether the penalty has been paid or when the penalty will be paid;

h. If a deadline has been missed, and the relevant portion of the Work is later completed, a statement of the original scheduled completion date in the Consent Decree, the SOW or a State-approved plan, the projected

date that was given by the Settling Defendant for completion, the actual date such portion of the Work was completed, the date any penalty was mailed, and the amount paid; and

i. Such other information as the State Project Manager may reasonably request in writing.

2. The monthly written progress reports shall be submitted to the IEPA, the Attorney General and USEPA by the tenth business day of each month following the commencement of the activities required in the RI/FS Work Plan.

3. The date of submission or notification shall be determined by the date of the postmark. The burden of proving that a submission has been timely shall be solely that of the Settling Defendant. If the date for submission of any item or notification required by this Consent Decree falls upon a weekend or State or federal holiday, the time period for submission of that item or notification shall be extended to the next working day following the weekend or holiday.

4. Neither failure of the State to expressly approve or disapprove of a submission by the Settling Defendant within the specified time period nor the absence of comments shall be construed as approval of such submission.

D. REPORTING TO NATIONAL RESPONSE CENTER, USEPA AND STATE.

Upon the occurrence of any event during performance of the Work which, pursuant to Section 103 of CERCLA, 42 U.S.C. 9603, requires reporting to the National Response Center (800/424-8802 or current number, if changed), Settling Defendant shall promptly orally notify the State Project Manager and the Illinois Emergency Management Agency (800/782-7860 or current number if changed). In addition to the reporting required by Section 103 of CERCLA and/or Section 304 of the Superfund Amendment and Reauthorization Act of 1986, 42 U.S.C. 9603 and 11004, within 20 days of the onset of such an event, Settling Defendant shall furnish to the Attorney General, IEPA and USEPA a written report setting forth the events which occurred and the measures taken, and to be taken, in response thereto. An in-depth description of the nature and extent of damage to persons or property and of any known or reasonably anticipated claims which may arise against the Settling Defendant, its agents or contractors or the State as the result of such an event or occurrence shall also be provided at the same time. Within 30 days of the conclusion of any event or occurrence which may give rise to the duty to report under Section 103 of CERCLA, 42 U.S.C. 9603, and 35 Ill. Adm. Code 750.304 and 750.410 of the Illinois Pollution Control Board Waste Disposal Regulations, Settling Defendant shall submit a report to the Attorney General, IEPA and USEPA

setting forth all actions taken or to be taken to respond thereto; in the event that Settling Defendant is uncertain as to what constitutes the onset or conclusion of an event or occurrence, the Settling Defendant's Project Coordinator shall consult with the State Project Manager.

E. ADDITIONAL TECHNICAL REPORTS OR MEMORANDA

Subject to Sections XXV and XXVI herein, Settling Defendants shall prepare and submit to the State Project Manager such technical reports and memoranda specifically relating to subtasks necessary for the performance of the RI/FS, or other work, within sixty (60) days or within any other time period agreed upon by the parties. These specific tasks are as outlined in the attached SOW and include the following:

- Subtask 1 - Plant Historical Information
- Subtask 2 - Source Characterization
- Subtask 3 - Physical Characterization
- Subtask 4 - Migration Pathway Assessment
- Subtask 5 - Quality Assurance Quality Control
QA/QC) Data

XVII. ADDRESSES FOR ALL CORRESPONDENCE

A. CORRESPONDENCE ADDRESSES

Documents, including notices, plans, reports, approvals, disapprovals and other correspondence to be submitted pursuant to this Consent Decree shall be sent by certified mail, or any other form of mail delivery which records the date of receipt, to the addresses which appear below, or to such other

addresses as the IEPA, the Attorney General, USEPA or the Settling Defendant may hereafter designate in writing (Copies of any documents of a legal nature or relating to Dispute Resolution shall also be sent to Associate Counsel, Hazardous Waste Enforcement and Site Remediation Unit, Division of Legal Counsel, IEPA, at the address shown below, in addition to the other recipients indicated).

To IEPA (in triplicate):

Ana Kewes
State Project Manager
Bureau of Land
Illinois Environmental
Protection Agency
2200 Churchill Road
P.O. Box 19276
Springfield, IL 62794-9276

To IEPA Division of Legal
Counsel:

Carol Barry
Assistant Counsel
Division of Legal Counsel
Illinois Environmental
Protection Agency
2200 Churchill Road
P.O. Box 19276
Springfield, IL 62794-9276

To the Settling Defendant:

Ms. Elizabeth Westfall
Superfund Coordinator
Amoco Corporation
200 East Randolph Street
Mail Code 4901
Chicago, Illinois 60601

To Illinois Attorney General
(in duplicate):

RoseMarie Cazeau
Assistant Attorney General
Environmental Control Division
Office of the Attorney General
100 West Randolph Street
12th Floor
Chicago, Illinois 60601

To USEPA:

Gary Schaffer
Remedial Project Manager
United States Environmental
Protection Agency
Region V, HS-11
77 West Jackson Street
Chicago, Illinois 60604

To Settling Defendant Legal Counsel (only legal or Dispute Resolution documents):

Ms. Marie Osadjan
Law Department
Amoco Corporation
200 E. Randolph Street
Mail Code 2002
Chicago, Illinois 60601

B. CHANGE OF ADDRESS

Any Party may change its document recipients by providing ten days advance written notice to all other Parties.

C. SUBMISSIONS

Where documents are to be submitted to the State, they are to be submitted to the IEPA and the Attorney General concurrently. All such notices, documents or reports shall reference the caption and case number of this proceeding, as well as the site I.D. number assigned by the IEPA.

D. SATISFACTION OF NOTICE

Notice to the individuals listed above in Subsection A shall constitute complete satisfaction of any notice requirement of this Consent Decree with respect to the State, USEPA and Settling Defendant, unless any party subsequently notifies all other parties.

XVIII. COMPLIANCE WITH APPLICABLE LAWS

In addition to statutes and regulations specifically referenced herein, all Work and other activities required of Settling Defendant pursuant to this Consent Decree shall be

performed in compliance with all applicable Federal, State and local laws and all applicable, or relevant and appropriate, regulations ("ARARs"), including but not limited to: all Occupational Safety and Health Administration regulations; Department of Transportation regulations; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA") and the Hazardous and Solid Waste Amendments of 1984 ("HSWA"), 42 U.S.C. 6901 et seq.; Title 40 of the Code of Federal Regulations; 35 Ill. Adm. Code Subtitle G, and such other statutes or regulations are applicable, or relevant and appropriate to the Site and the contamination at or from the Site. In the event of a conflict in the application of Federal, State, or local laws, ordinances and regulations, the Settling Defendant shall comply with the more/most stringent such law, ordinance or regulation.

XIX. PERMITS AND CONTRACTS

A. RESPONSIBILITY TO OBTAIN PERMITS

1. The Settling Defendant shall be solely responsible for obtaining all Federal, State and local permits or approvals which are necessary for the performance of any Work hereunder. All Work and other activities undertaken by the Settling Defendant pursuant to this Consent Decree shall be

undertaken in accordance with the requirements of all applicable local, State and Federal permits or approvals.

2. Subject to Section XXIV, herein, Settling Defendant shall obtain all permits or approvals necessary, if any, for off-site and on-site work under Federal, State or local law, and shall submit timely applications and requests for any such permits and approvals.

B. CONTRACT LANGUAGE

Settling Defendant shall include in all contracts or subcontracts entered into for any portion of the Work required under this Consent Decree provisions stating that such contractors or subcontractors, including their agents and employees, shall perform all Work required by such contracts or subcontracts in compliance with all applicable local, State and Federal laws and regulations.

C. CONSENT DECREE NOT A PERMIT

This Consent Decree is not, nor shall it be construed as, nor is it intended by the Parties to be, a permit issued pursuant to any local, State or Federal statute or regulation.

XX. ACCESS

A. OBTAINING ACCESS AGREEMENTS

To the extent that the Site or other areas where Work is to be performed hereunder is presently owned, or may subsequently be owned, by persons other than those bound by

this Consent Decree, the Settling Defendant shall obtain, or shall use their best efforts to obtain, access agreements from those owners within thirty (30) days of the effective date of this Consent Decree (or 30 days after any subsequent transfer of any interest in title to the Site or other area where Work is to be performed). If performance of the Work under the RI/FS Work Plan discloses the necessity to perform additional Work on other areas, and the State directs or approves such additional Work, the Settling Defendant shall, within thirty (30) days of approval of an amendment to the Work Plan authorizing that Work, obtain access agreements from the owners of such areas. Such agreements shall provide reasonable and regular access for representatives of the IEPA, the Attorney General, and USEPA, and for the contractors of Settling Defendant, as further specified in the subsection following. The Settling Defendant shall be required to seek judicial assistance if necessary, to obtain access to the necessary areas. In the event that such access agreements are not obtained within the relevant thirty (30) day periods described above, the Settling Defendant shall so notify the State in writing within ten days of said failure. The State reserves the right to terminate this Consent Decree, perform or complete an RI/FS and seek reimbursement from Settling Defendant should the Settling Defendant's inability to gain access to the Site or other areas prevent the Settling

Defendant from performing the Work required herein to completion, or prevent the representatives of IEPA or the Attorney General from obtaining access to the Site or relevant other areas.

B. ACCESS ACTIVITIES.

1. Access Rights. Representatives of IEPA, the Attorney General, USEPA and the contractors of Settling Defendant shall be allowed reasonable and regular access to the Site and other areas where Work is to be performed by the Settling Defendant, for purposes including, but not limited to: inspecting records, operating logs and contracts related to the Site; reviewing the progress of the Settling Defendant in carrying out the terms of this Consent Decree; conducting such tests, inspections, and sampling as the IEPA or Attorney General or USEPA may deem necessary; using a camera, including a video camera, sound recording, or other documentary type equipment; and verifying the data submitted to the IEPA, Attorney General and USEPA by the Settling Defendant hereunder. The Settling Defendant shall permit such representatives to inspect and copy any and all records, files, photographs, documents, and other writings, including all sampling and monitoring data, relevant to the contamination at or from the Site, subject to such confidentiality claims as are specified in Section XXII herein. Settling Defendant shall cooperate and shall not

interfere with the access and inspection rights of IEPA, the Attorney General and USEPA.

2. Health and Safety Plans. All persons with access to the Site pursuant to this Consent Decree shall comply with all site health and safety plans.

3. Consent Decree Not Restrictive. Nothing herein shall be construed as restricting the inspection or access authority of the IEPA, the Attorney General or USEPA under any law or regulation.

XXI. SETTLING DEFENDANT'S PROJECT COORDINATOR
AND STATE PROJECT MANAGER

A. SETTLING DEFENDANT'S PROJECT COORDINATOR.

1. Notification. On or before the effective date of this Consent Decree, the Settling Defendant shall notify the State and USEPA in writing, of the name, title, address, telephone number, facsimile number (if any), and professional qualifications of their proposed Project Coordinator. Such Project Coordinator shall be a qualified independent professional engineer registered in Illinois, a certified geologist, or other person qualified to work in hazardous materials management projects. Settling Defendant shall also notify the State of the names of principal contractors and/or

subcontractors proposed to be used in carrying out the Work to be performed pursuant to this Consent Decree.

2. State Approval. Selection of any Project Coordinator, contractor, subcontractor, or replacement Project Coordinator, contractor or subcontractor shall be subject to written approval by the State. Such approval shall not be unreasonably withheld. Settling Defendant may only use its own employees or those of Amoco Corporation to perform those tasks required under this Consent Decree for which such use is specifically allowed in the approved Work Plan.

3. Authority of Settling Defendant's Project Coordinator. All Work to be performed by the Settling Defendant pursuant to this Consent Decree, including RI/FS Work Plans, reports and studies, shall be performed under the direction and supervision of the State-approved Project Coordinator. The Settling Defendant's Project Coordinator together with the State Project Manager, shall be responsible for overseeing the implementation of the Work and other activities required under this Consent Decree and for maintaining access to the Site and other areas on which Work is to be performed.

4. Notification of Endangerment. The Settling Defendant's Project Coordinator shall orally notify the State Project Manager, or, if unavailable, the Alternate State Project Manager or designate, immediately upon the occurrence

of any event which may possibly present an imminent and substantial endangerment to human health, welfare or the environment. The oral notice shall be followed by written notification to the IEPA, the Attorney General and USEPA within two business days which explains the event, any action taken to eliminate the threat, and the precautions taken to avoid recurrence of a similar threat. In the event that the Settling Defendant's Project Coordinator is uncertain whether an event or condition may present an imminent and substantial endangerment, the Settling Defendant's Project Coordinator shall consult with the State Project Manager.

5. Presence On-Site. The Settling Defendant's Project Coordinator for the Site or the Settling Defendant's Alternate Project Coordinator(s) shall be present at the Site during all hours of Work performed pursuant to this Consent Decree and the SOW, and shall be on call during the pendency of this Consent Decree.

B. STATE PROJECT MANAGER.

1. Notification. Within seven (7) days after the effective date of this Consent Decree, the IEPA shall designate a State Project Manager for the Site and shall notify all Parties in writing, of the name, title, address, telephone and facsimile number of the State Project Manager. The State Project Manager shall be an employee of IEPA.

2. Authority of State Project Manager. The State Project Manager, together with the Settling Defendant's Project Coordinator, shall be responsible for overseeing the implementation of the Work pursuant to this Consent Decree. The State Project Manager will be the State's designated representative for the Site. As between the Parties to this Consent Decree, the State Project Manager may exercise such authority as is vested in USEPA Project Managers by applicable provisions of CERCLA and the NCP, as amended.

3. No Modification of Consent Decree. In no event shall the State Project Manager have the authority to modify this Consent Decree or its attached SOW.

C. HALTING ACTIVITY.

1. Authority to Halt Activity. The State Project Manager shall have the authority to halt, suspend, conduct, or direct any portion of Work or other activity being undertaken by Settling Defendant pursuant to this Consent Decree, and to direct any response action undertaken by the State, when conditions at or from the Site present an imminent and substantial endangerment to public health, welfare or the environment.

2. Authority to Require Performance. If the State Project Manager halts or suspends any portion of Work or other activity pursuant to this Subsection, he or she shall then have the authority to require the Settling Defendant to

perform or repeat performance of that portion of Work or activity in a manner consistent with the Consent Decree, the SOW, any approved plans submitted hereunder and the NCP. The State Project Manager shall direct the performance of any such portion of Work or activity in a manner that will avoid or mitigate the existing threat to health, welfare or the environment.

D. COMMUNICATIONS BETWEEN SETTLING DEFENDANT'S PROJECT COORDINATOR AND STATE PROJECT MANAGER.

To the maximum extent possible, communications between the State and the Settling Defendant, and all documents, reports, approvals and other correspondence concerning the Work and other activities performed pursuant to this Consent Decree and the SOW, shall be directed through the Settling Defendant's Project Coordinator and State Project Manager. During implementation of the RI/FS Work Plan, the Settling Defendant's Project Coordinator and State Project Manager shall, whenever possible, operate by consensus, and shall attempt in good faith to resolve disputes informally through discussion of the issues.

E. DISPUTES

If the Parties disagree with any direction or order given by the State Project Manager, the matter shall be resolved in accordance with Section XXVI: Dispute Resolution. However, when the State Project Manager determines that conditions at

the site may present an imminent and substantial endangerment to the public health or welfare or the environment, the Settling Defendant shall comply with his orders immediately.

F. MISCELLANEOUS

1. Absence of State Project Manager. The absence of the State Project Manager or his or her alternate from the Site shall not be cause for termination of Work;

2. Alternate State Project Manager/Settling Defendant's Alternate Project Coordinator. The State may designate an Alternate State Project Manager and the Settling Defendant may designate one or more Alternate Project Coordinators from time to time. The State's Alternate Project Manager shall be an employee of IEPA. The Settling Defendant's Alternate Project Coordinator(s) shall be technically qualified and approved in writing in advance by the State. Such approval shall not be unreasonably withheld. The Settling Defendant's Alternate Project Coordinator(s) shall be an employee(s) of the Settling Defendant's engineering firm responsible for the RI/FS. The State and the Settling Defendant shall inform each other and USEPA of the name, address and business telephone numbers of their alternates.

3. Authority of Alternates. The Alternate State Project Manager and the Settling Defendant's Alternate Project Coordinator shall, respectively, have the same authority as the State Project Manager and the Settling Defendant's Project

Coordinator, except that the orders of the State Project Manager or Settling Defendant's Project Coordinator shall control over the orders of the respective alternate in the event of any conflict.

4. Change. The Settling Defendant and the State shall each have the right to change their Project Coordinator or Project Manager and alternate(s). The Settling Defendant may only accomplish such a change upon written approval by the State. The Settling Defendant shall notify the State in writing at least 15 days prior to the proposed change. Failure of the Settling Defendant to designate a substitute Project Coordinator and/or alternate and provide the information required in Subsection A(I), above, with sufficient lead time for the State to approve or disapprove of that substitute in advance of his/her reporting for work at the Site, shall not constitute force majeure hereunder.

XXII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. EXCHANGE OF INFORMATION

The Settling Defendant agrees to provide the State with additional or supplemental information about the Site and areas or media impacted by contamination at or from the Site, upon request by the State, to the extent such information is in the possession of the Settling Defendant or its contractor. Within thirty (30) days of the effective date of this Consent

Decree, the Settling Defendant shall submit the complete Site Assessment Plan to the State in accordance with Section XIII(B)(1). This requirement is subject to the provisions of Subsection E of this Section, governing confidentiality claims.

B. SUBMITTAL OF NEW INFORMATION

The Settling Defendant shall provide copies to the IEPA, the Attorney General and USEPA of all sampling and/or tests or other data generated or obtained after the effective date of this Consent Decree by the Settling Defendant, or on behalf of the Settling Defendant, relevant to the contamination at or from the Site, with the written monthly progress reports required by Subsection XVI(C) herein, and shall summarize all new information obtained in said monthly progress reports. Additionally, Settling Defendant shall permit representatives of IEPA, the Attorney General and USEPA to inspect and copy all documents in the possession of the Settling Defendant or its agents, parents, subsidiaries or divisions which pertain to the RI, FS or other activities or Work to be performed under this Consent Decree, except for privileged documents, documents which constitute attorney work product, and documents, including trade secrets, unrelated to implementation of this Consent Decree.

C. NOTICE PRIOR TO SAMPLE DISPOSAL

Before disposal of any soil, sediment, waste, water or other chemical sample by Settling Defendant or its agents or contractors, Settling Defendant shall give the State fifteen (15) days advance notice and an opportunity to take possession of such sample.

D. SPLIT SAMPLES

The sampling party shall provide split or duplicate samples to the other party of any samples collected by the sampling party. Sampling party shall notify all parties, including but not limited to, Settling Defendant, the IEPA, the Attorney General and USEPA at least seven (7) days in advance of any sample collection activity. The sampling party shall provide copies of the results of its tests on any such samples to all parties. Such split samples and any tests thereof shall be considered validated, material, and accurate in any Dispute Resolution proceeding or other proceeding to enforce this Consent Decree if they have met the quality assurance requirements of this Consent Decree, except to the extent that age or the manner in which those samples were handled can be demonstrated to render the results of any testing of those split samples scientifically unacceptable. In addition, the State shall have the right to take any additional samples and perform any additional tests that are

within the scope of the RI/FS Work Plan that the State deems necessary.

E. CONFIDENTIALITY CLAIMS

1. Assertion of Confidentiality. Pursuant to, and consistent with, applicable State or Federal laws or regulations, including 2 Ill. Adm. Code Part 1827, as amended, the Settling Defendant may assert a confidentiality claim with respect to any information requested or submitted pursuant to the terms of this Consent Decree. Settling Defendant shall, in good faith, substantiate a claim of confidentiality within 30 days following a request for substantiation from the State.

2. Restrictions on Confidentiality Claims. Any such confidentiality claim shall be subject to the restrictions set forth in Sections 7 and 7.1 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1007 and 1007.1, or in any applicable Federal statute or regulation. For the purposes of implementing this Consent Decree, information determined to be confidential by the State in accordance with applicable State or federal laws or regulations will be afforded the full protection provided by such laws and regulations by the State. If no confidentiality claim accompanies information when it is submitted to the State, or if information claimed as confidential is determined by the State not to be confidential following a request for substantiation documentation, the

information may be made available to the public by the State without further notice to Settling Defendant.

3. Attorney Work Product/Privilege Claims. Documentary materials which are asserted to be attorney work product, attorney-client communications or subject to privilege under law shall not be subject to inspection and copying prior to Court resolution of the issue. Upon request, any party shall give a clear identification of the title and subject matter of each document for which a privilege is asserted, and a full explanation as to why the privilege is applicable to the document. The provisions of Section XXVI regarding Dispute Resolution shall apply to disputes over confidentiality. For purposes of this Consent Decree, "privileged documents" and "attorney work product" shall not include collected sampling data related to contamination at or from the Site, laboratory analyses of such samples, or investigative reports, if they are required by this Consent Decree, even if prepared at the request of any parties' attorneys.

4. Sampling Data. Settling Defendant shall provide to IEPA, the Attorney General and/or USEPA, upon request, any and all sampling data related to the contamination at or from the Site, which is collected or otherwise obtained after the effective date of this Consent Decree, and laboratory analyses of such samples. All sampling data acquired or generated by the parties in or during performance of the Work that is the

subject of this Consent Decree, shall not be claimed as confidential by any party.

XXIII. QUALITY ASSURANCE

A. QAPP.

Prior to the commencement of any monitoring under this Consent Decree, Settling Defendant shall submit, as part of the RI/FS Work Plan, draft and final Quality Assurance Project Plans ("QAPPs") to the State that are consistent with the RI/FS Work Plan and the guidelines referenced in Subsection B of this Section. Such draft and final QAPPs shall be submitted in accordance with the schedule in the SOW attached hereto. The State will, after review of the draft and final QAPPs submitted by the Settling Defendant, notify Settling Defendant in writing within forty-five (45) days of any required modifications, approval, conditional approval or disapproval of the QAPPs. Upon notification of disapproval, conditional approval or any need for modifications, Settling Defendant shall make all required modifications to the QAPPs and/or shall conform with any stipulated conditions of a

conditional approval notice. The parties agree to negotiate in good faith to resolve any dispute.

B. QUALITY ASSURANCE GUIDANCE.

The Settling Defendant shall use quality assurance, quality control and chain of custody procedures throughout all data collection activities, in accordance with the latest edition of each of the following:

1. "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" QAMS-005/80 (USEPA-600/4-83-004), Office of Monitoring Systems and Quality Assurance, Office of Research and Development, USEPA, February 1983;
2. "State-Lead Quality Assurance Project Plan Guidance", Appendix L to "State Participation in the Superfund Remedial Program", USEPA OERR, February 1984, revised January, 1986;
3. "Guidance for Preparation of Combined Work/Quality Assurance Project Plans for Water Monitoring", USEPA OWRS, May 1984;
4. "NEIC Policies and Procedures", EPA-330-9-78-001R, USEPA OLEC, May 1978, rev. February 1983;
5. "Principles of Environmental Analysis", Lawrence H. Keith, et al., Anal. Chem., Vol. 55, No. 14, December 1983;

6. "Quality Assurance of Chemical Measurements", John K. Taylor, Anal. Chem. Vol. 53, No. 14, December 1981;
7. "Content Requirements for Quality Assurance Project Plan", Chen Wen Tsai, USEPA Region V QAO, Revised January, 1989;
8. "Data Quality Objectives for Remedial Response Activities", Vol. 1 Development Process, USEPA OERR, EPA-540/G-87-003;
9. "Data Quality Objectives for Remedial Response Activities", Vol. 2 Example Scenario, USEPA OERR, EPA-540/G-87-003; and
10. "Final Standard Quality Assurance Project Plan Content Document", USEPA, June, 1989;
11. "Functional Guidelines for Evaluating Organics Analyses", USEPA, February, 1988; and
12. "Functional Guidelines for Evaluating Inorganics Analyses", USEPA, July, 1988.

C. CONSULTATION WITH STATE PROJECT MANAGER

The Settling Defendant shall consult with the State Project Manager in planning for, and prior to, any sampling and analysis required by the RI/FS Work Plan as deemed necessary by the parties.

D. VERIFIED DATA AS EVIDENCE

Verified sampling data generated consistent with the State-approved QAPP(s) shall be admissible as evidence, over

any objection, in any Dispute Resolution proceeding under Section XXVI, except to the extent that age or the manner in which those samples were handled can be demonstrated to render the results scientifically unacceptable.

E. QUALITY ASSURANCE REQUIREMENTS

In order to provide quality assurance and maintain quality control with respect to all samples collected pursuant to this Consent Decree, the Settling Defendant shall:

1. Ensure that IEPA, Attorney General and USEPA personnel and/or their authorized representatives are allowed access to any laboratories and personnel utilized by the Settling Defendant for analyses;
2. Ensure that all sampling and analyses are performed according to USEPA methods or other methods deemed satisfactory by the State; and
3. Ensure that any laboratories utilized by the Settling Defendant for analyses participate in a USEPA quality assurance/quality control program, or one which is equivalent to that which is followed by the USEPA, and which is consistent with USEPA document QAMS-005-80. As part of such a program, and upon request by the State, such laboratories shall perform analyses of samples provided by the State to demonstrate the quality of analytical data for each such laboratory.

XXIV. FORCE MAJEURE

A. COMPLIANCE WITH SCHEDULES

The Settling Defendant shall cause all Work and other activities to be performed within the time limits set forth in this Consent Decree, the SOW and any State-approved plans, unless timely performance is prevented by events or occurrences which constitute force majeure.

B. DEFINITION OF FORCE MAJEURE

1. Definition. For purposes of this Consent Decree, "force majeure" is an event arising entirely beyond the control of the Settling Defendant, which cannot be overcome by the good faith efforts of the Settling Defendant, and which prevents the timely performance of any portion of the Work or any other obligations required by this Consent Decree.

2. Examples of Force Majeure

Force majeure events shall include, but not be limited to, extraordinary weather conditions or events, natural disasters, national emergencies, or delays caused by any response or removal activities undertaken by the USEPA or IEPA, or delays in performance of activities under this Consent Decree due to any governmental Agency's delay in issuing any permit(s) needed for the performance of such activities, provided the necessary permit applications and requests were timely submitted.

3. Examples of Non-Force Majeure Events and Occurrences. Events and Occurrences that shall not be considered to constitute force majeure include, but shall not be limited to: normal inclement weather; normal seasonal changes in weather conditions; increased costs or expenses for any item of Work to be performed under this Consent Decree; foreseeable changes in economic circumstances or profitability of Settling Defendant or its contractor(s); unavailability of supplies or labor (except to the extent the unavailability of supplies or labor is entirely beyond the control of Settling Defendant); alleged technical impracticality of meeting existing or future requirements under Title 35 of the Illinois Administrative Code, CERCLA, RCRA or the NCP, as amended; any financial difficulty of the Settling Defendant which may arise as the result of performing required Work or other obligations required under this Consent Decree; negligent acts or omissions attributable in whole or in part to Settling Defendant, its contractors or representatives; and the failure of Settling Defendant, its contractors or representatives to make complete or timely application for any required approval or permit.

C. NOTIFICATION OF ALLEGED FORCE MAJEURE EVENTS.

When an event occurs that may prevent the timely completion of any phase of the Work or any activity, whether or not allegedly caused by a force majeure event, Settling

Defendant shall promptly, and in no case, later than two (2) days after Settling Defendant knows or should have known that said event has occurred, notify the State Project Manager by telephone (217/782-6760) (or, in the event of his or her unavailability, the IEPA Emergency Response Section at (217/782-3637). Within five (5) days after Settling Defendant knows or should have known that such an event has occurred, Settling Defendant shall notify the State Project Manager and Attorney General in writing. Such notification shall state whether Settling Defendant claims the delay is a result of force majeure; shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Settling Defendant to prevent or minimize the delay, and the timetable within which these measures will be implemented; and shall contain a statement whether such event may possibly present an imminent and substantial endangerment to human health, welfare or the environment. Settling Defendant shall adopt all available measures to avoid or minimize any delay. Failure to give oral notice to the State Project Manager or to give written notification as specified above shall constitute a waiver of any claim or defense on the basis of force majeure.

D. RESOLUTION OF ALLEGATIONS OF FORCE MAJEURE.

If the State agrees that a delay is attributable to force majeure, the time period for performance under this Consent

Decree may be extended for the time period attributable to the event or occurrence constituting force majeure (the attributable time period shall be determined by the State Project Manager). If the State agrees that a delay is attributable to force majeure and extends a time period for performance, the SOW and/or RI/FS Work Plan shall be deemed modified as necessary without further amendment of this Consent Decree, and the delay shall be deemed not to be a violation of this Consent Decree. If the State does not agree with Settling Defendant that a delay is attributable to force majeure, or that the duration of a delay is or was warranted under the circumstances, the Parties shall resolve the dispute in accordance with the Dispute Resolution provisions herein. The Settling Defendant shall have the burden of demonstrating by clear and convincing evidence that the event or occurrence constitutes force majeure, and that the duration of any delay is or was warranted under the circumstances.

XXV. STIPULATED PENALTIES

A. VIOLATIONS REQUIRING STIPULATED PENALTIES.

In the event Settling Defendant fails to satisfy any requirement of this Consent Decree, including any failure to complete any activity under the SOW or any State-approved plan in an acceptable manner and within the time schedules specified in this Consent Decree or attachments hereto,

Settling Defendant shall pay stipulated penalties to the State as set forth in this Section, unless there has been a modification of a compliance date pursuant to Section XXXVII, or an excusable delay, as defined under Section XXIV:

1. For failure to submit a Work Plan in accordance with the schedule set forth in Section XIII or the SOW; for failure to submit the draft or final RI Report, or the draft or final FS Report, or the BRA (if the Settling Defendant is responsible for conducting the BRA), in accordance with the schedule provided in the State-approved Work Plan; for failure to submit evidence of financial assurance or insurance coverage in accordance with the time limits provided in this Consent Decree; for failure to provide access to the Site, in accordance with Subsection XX(B)(1); for failure to provide notice prior to the transfer of the Site in accordance with Subsection XL(B); or for failure to obtain a specific assumption of duties and obligations under this Consent Decree from a grantee of the Site, in accordance with Subsection XL(B):

<u>Period of Noncompliance</u>	<u>Amount per day</u>
1st through 14th day	\$1,000.00
15th through 30th day	\$2,000.00
31st through 45th day	\$3,000.00
46th through 60th day	\$4,000.00
61st day and beyond	\$5,000.00

2. For failure to submit monthly progress reports in accordance with the schedule set forth in Section XVI of the SOW; for failure to submit such additional technical reports or memoranda as the State Project Manager may require specifically relating to the tasks associated with the performance of the BRA as set forth in Section XVI.E. and the SOW within the time frames specified by the State Project Manager; for failure to make reimbursement payments to the IEPA and/or Attorney General within the time frames specified in Section XXXIII; or for failure to submit any deliverable which is specified or required in the SOW or the approved RI/FS Work Plan, but which is not specifically identified in this Subsection or Subsection 1, above, within the time frames specified in the SOW or approved RI/FS Work Plan or Consent Decree:

<u>Period of Noncompliance</u>	<u>Amount per Day</u>
1st through 14th day	\$ 500
15th through 30th day	\$ 750
31st through 45th day	\$ 1,000
46th through 60th day	\$ 1,250
61st day and beyond	\$ 1,500

B. ACCRUAL OF PENALTIES

1. Penalties and interest on unpaid penalties shall begin to accrue on the day that complete performance of any task identified in Subsection A above, or any other portion of

Work or other obligation under this Consent Decree, is due, and that complete performance is not provided by the Settling Defendant, and shall continue to accrue through the day that the noncompliance has been fully corrected.

2. Penalties and interest on unpaid penalties shall accrue from the first day any violation of this Consent Decree occurs, or from the day any plan, report or document is required to be submitted, regardless of whether the State has notified Settling Defendant of its failure to perform under this Consent Decree, of a violation, or of its failure to submit a required plan, report or document, and regardless of whether the Settling Defendant has invoked the Dispute Resolution process.

3. Penalties owed to the State under this Section shall be payable within 30 days of the date when Settling Defendant was required to provide complete performance of any task or other portion of Work; of the date when Settling Defendant knew or should have known of a violation; or of the date when the Settling Defendant was required to submit a plan, report or document, regardless of whether the State has notified the Settling Defendant of its failure to perform under this Consent Decree, of a violation, of its failure to submit a required plan, report or document, or of its liability, except to the extent that Subsection G of this Section applies.

C. NOTICE OF FAILURE TO PERFORM, OF A VIOLATION OR OF A FAILURE TO SUBMIT A REQUIRED PLAN

Following the State's determination that Settling Defendant has failed to complete performance of any task or other portion of Work, committed a violation, or failed to submit a required plan, report or document, the State may give Settling Defendant written notification of same and describe the failure to perform, the violation, or the plan, report or document which was required. If given, this notice may also indicate the amount of penalties then due. If notice has been given, all penalties owed to the State under this Section and any interest thereon that have not been previously paid shall be payable within 30 days of receipt of a notification from the State of violation, except to the extent that Subsection G of this Section applies or Dispute Resolution proceedings have been invoked. Otherwise, penalties shall be due as provided in Section XXV.B.3. above.

D. RECIPIENT OF PENALTY PAYMENT

Stipulated penalties and any interest and handling charges shall be paid by certified check made payable to the "Treasurer, State of Illinois," with a designation on the check indicating that it is for the "Illinois Hazardous Waste Fund", and shall be delivered to the Fiscal Services Section, Accounts Receivable Unit, IEPA, 2200 Churchill Road, P.O. Box 19276, Springfield, Illinois 62794-9276. The check shall

contain Settling Defendant's complete and correct address and Federal Employer Identification Number, the Site name and I.D. number, and the civil action number. Copies shall be mailed to the State Project Manager and the Attorney General.

E. OBLIGATION CONTINUES

Neither the filing of a petition to resolve a dispute nor the payment of penalties shall stay or alter in any way Settling Defendant's obligation to perform all Work and other activities required by this Consent Decree, the SOW and any State-approved plan.

F. PENALTY DISPUTE PROCESS

1. Settling Defendant may dispute the State's right to any stipulated penalties by invoking the Dispute Resolution procedures under Section XXVI herein. Penalties shall accrue during the Dispute Resolution period. Such penalties shall be paid by the Settling Defendant into a commercial interest bearing Escrow Account approved by the State and established by the Settling Defendant specifically for penalties accruing during that period. Any penalties deposited into said Escrow Account and interest accrued thereon shall be held in trust for the benefit of the State and shall remain in said Escrow Account until a decision is rendered in a Final Administrative Order or by a Court of competent jurisdiction if an Administrative Order is appealed.

2. If a Final Administrative Order resolving a dispute is issued pursuant to Section XXVI(D) in favor of the State, the Settling Defendant shall, within seven days of receipt of the Final Administrative Order resolving said dispute, make payment to the State of all penalties and interest which accrued as the result of the specific dispute, as specified above, or notify the State in writing of its intention to appeal said Final Administrative Order resolving the dispute.

3. If the Settling Defendant prevails on the basis of a Final Administrative Order or the Order of a court of competent jurisdiction, no penalties or accrued interest shall be payable.

4. If the State prevails on the basis of the order of a court of competent jurisdiction, all penalties imposed against the Settling Defendant and interest accrued thereon shall become due and payable to the State, in the manner described elsewhere herein.

G. NO PENALTY IF FORCE MAJEURE

No penalties or interest shall be payable for violations of this Consent Decree that are determined to be attributable to force majeure, pursuant to Section XXIV; provided, however, that penalties and interest shall accrue and be paid into an Escrow Account as described above, until such time as a Final Administrative Order determines that a delay or stoppage of Work was not attributable to force majeure.

H. PENALTIES NOT DEDUCTIBLE

The Parties agree that any payments made under this Section shall not be tax deductible, and the Settling Defendant agrees that it shall make no claim of deductibility in filing any tax return.

I. INTEREST ON PENALTIES

Interest shall accrue on any amounts for overdue penalties at the maximum rate then allowable under Illinois law. A handling charge of \$25.00 shall be assessed at the end of each thirty day late period, and a nine percent per year penalty charge shall be assessed if the penalty is not paid within sixty (60) days of the due date.

J. PENALTY COLLECTION

If Settling Defendant fails to pay stipulated penalties, the State may institute proceedings to collect the penalties. Collection activities shall be a response cost reimbursable by Settling Defendant. Notwithstanding the stipulated penalties provisions of this Section, the State may elect to assess civil penalties and/or to bring an action in court to enforce the provisions of this Consent Decree. Payment of stipulated penalties shall not preclude the State from electing to pursue any other remedy or sanction to enforce this Consent Decree, and nothing shall preclude the State from seeking statutory penalties against Settling Defendant for violations of statutory or regulatory requirements.

XXVI. DISPUTE RESOLUTION

A. INFORMAL EFFORTS/NOTICE OF DISPUTE

Except as provided in Section XXVI.(I), the Parties agree that all matters or disputes which may arise between them regarding or pursuant to this Consent Decree shall be governed by the terms of this Section XXVI. The Parties shall use their best efforts to informally resolve all disputes or differences of opinion arising with regard to this Consent Decree in good faith (with such exceptions as provided below). If, however, disputes arise concerning this Consent Decree which the Parties are unable to resolve informally (with such exceptions as provided below), any Party desiring Dispute Resolution ("Complaining Party") shall serve a prompt written "Notice of Dispute" on the other Party to this Consent Decree by certified mail, and the procedures of this Section XXVI shall be used.

1. COMPLAINANT'S STATEMENT OF POSITION

Within fourteen (14) days of the service of Notice of Dispute, the Complaining Party shall serve on the other Party a written statement of the issues in dispute, the relevant facts upon which the dispute is based; the position of the Complaining Party and the technical basis therefor, including factual data, analyses, or opinion supporting its position, and all supporting documentation on which such Party relies; and any relief which the Complaining Party requests as a

resolution of the dispute (the "Complainant's Statement of position"). The Complainant's Statement of Position shall be served by certified mail.

2. RESPONSIVE STATEMENT OF POSITION

No later than fourteen (14) days after service of the Complainant's Statement of Position, the other Party shall serve its written Responsive Statement of Position, addressing all the points raised by the Complaining Party, identifying potential areas of agreement and disagreement, and including supporting documentation. During the thirty (31) days following service of the Responsive Statement of Position, the Parties shall attempt to negotiate, in good faith, a resolution of the dispute. In the event that these time periods for exchange of Statements of Position may cause a delay in the Work, they may be shortened, at the discretion of the State.

B. TIMING OF SERVICE

If there is any question regarding when service of a Notice of Dispute or Statement of Position was effected, the date of service of that Notice of Dispute or Statement shall control for purposes of service of subsequent Statements and/or Responsive Statements, as evidenced by the return receipts from certified mailings.

C. ADMINISTRATIVE RECORD OF DISPUTE

An Administrative Record of Dispute under this Section shall be maintained by the State. The record shall include the written Notice of Dispute, the Statement of Position, the Responsive Statement of Position, and any other relevant information provided by either Party. The record shall be available for review by both Parties.

D. ADMINISTRATIVE ORDER RESOLVING DISPUTE

Following the expiration of the 31 day negotiation period provided under Subsection A above, the Manager of the Land Pollution Control Division of IEPA or his delegate, in consultation with the Attorney General, shall issue a Final Administrative Order Resolving Dispute based solely on a review of the Administrative Record for the specific dispute and shall fully explain the basis for the order. The Final Administrative Order resolving dispute shall be subject to the rights of judicial review set forth below.

E. JUDICIAL REVIEW

The Settling Defendant shall have the right to appeal any Final Administrative Order resolving a dispute to this Court, provided that it files a Notice of Judicial Appeal within seven days of its receipt of such Final Administrative Order, as provided in Subsection XXVI(D). Judicial review for disputes pertaining to the selection, performance or adequacy

of the RI and FS or the performance or adequacy of the RI and PR or any other Work, including but not limited to the selection, and adequacy of any plans which are required to be submitted for State approval under this Consent Decree and the adequacy of Work performed and performance of the BRA(s) (if the settling Defendant is responsible for conducting the BRA(s)) shall be conducted solely on the Administrative Record of Dispute prepared under this Section. The Party seeking judicial relief shall have the burden of proving that the Administrative Order Resolving the Dispute is arbitrary and capricious, is not in accordance with applicable law, or is not in accordance with the objectives and terms of this Consent Decree.

Judicial Review for issues not identified above, may be initiated by petition to the Court and shall be governed by the Federal Rules of Civil Procedure.

F. NO SUSPENSION OF WORK

The pendency of Dispute Resolution proceedings pursuant to this Section shall not stay or otherwise affect the time period for completion of any Work and/or other obligations to be performed under this Consent Decree, except that, upon mutual agreement of the State and the Settling Defendant, any time period may be extended not to exceed the actual time taken to resolve the dispute. If the State agrees to an extension of time pursuant to this Subsection, those portions

of the Work and/or other obligations not directly affected by the dispute shall be completed in accordance with the schedule contained in the RI/FS Work Plan.

G. ACCRUAL OF PENALTIES

Any penalties and interest thereon for which the Settling Defendant is liable to the State shall accrue during the period of Dispute Resolution, in the manner provided in Section XXV herein. Any such penalties and interest shall be payable to the State in accordance with the provisions of Section XXV.

H. INCORPORATION OF CHANGES

Within 31 days of the resolution of any dispute, whether informally or using the procedures outlined in this Section, the Parties shall move the Court to amend this Consent Decree, the SOW or any State-approved plans, as appropriate, to reflect said resolution of the dispute, and/or to incorporate any additions or modifications required as a result of such Dispute Resolution. The Parties' motion to the Court shall be accompanied by written documentation of any change, addition or modification resulting from Dispute Resolution by the State Project Manager. The Settling Defendant shall then proceed with all remaining Work and other required obligations according to the amended Consent Decree, SOW or plan. Technical modifications or additions agreed to pursuant to Subsection XXXVII(C) herein, which do not result from the

Dispute Resolution process provided in this Section, shall be incorporated into this Consent Decree, but the 31 day period for filing with the Court shall not apply.

I. EXCLUSIONS FROM DISPUTE RESOLUTION.

The following shall be excluded from Dispute Resolution:

1. Actions taken by the State Project Manager when he or she exercises his/her authority to halt, suspend, conduct, or direct any activity required by this Consent Decree, or to direct any response action undertaken by the State, when conditions at or from to the Site present an imminent and substantial endangerment to public health, welfare or the environment;

2. Any emergency action taken by the IEPA pursuant to Sections 4 (d) (2) and/or 22.2 of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1004(d)(2) and 1022.2;

3. Increases in Settling Defendant's costs or changes in Settling Defendant's economic circumstances;

4. The State's decision whether the PR is an acceptable remedy for the site.

XXVII. COMMUNITY PARTICIPATION AND PUBLIC COMMENT

The Settling Defendant shall cooperate with the State in providing RI/FS or RI/PR information to the public. As requested by the State, the Settling Defendant shall participate in the preparation of appropriate information to be disseminated to the public, and in public meetings and

hearings which may be held or sponsored by the IEPA. More specifically, the Settling Defendant shall be responsible to participate in the preparation of the following documents and assist in the conduct of the following community participation events to explain activities at or concerning the Site, including the findings of the RI/FS or the RI/PR, in cooperation with and at the direction of the State:

1. Preparation and updating of Site mailing/contact list;
2. Small group informational meetings with citizens and local officials prior to and/or during the conduct of the RI;
3. Establishment of a Site Information Repository in the community affected by the Site, and updating of repository contents;
4. RI Fact Sheet;
5. Distribution of the RI Fact Sheet, and small group meetings in preparation for community-wide RI meeting;
6. Community-wide RI meeting;
7. FS Fact Sheet;
8. Distribution of the FS Fact Sheet, and conduct of small group, informational meetings with citizens and local officials, prior to the FS Public hearing; and
9. Community-wide FS Public Hearing.

If the State decides that a PR is an acceptable remedy, the Settling Defendant shall comply with any and all

requirement(s) contained in any USEPA guidance document(s) relating to PRs.

The State shall have the right to approve or disapprove any community relations employee or contractor of the Settling Defendant before it may participate or assist in conducting any community participation activities under this Consent Decree. Such approval shall not unreasonably be withheld. The State reserves the right to retain a community participation contractor, and to require the Settling Defendant to pay for all costs incurred by said contractor relative to the Site. The State may, in good faith, determine that any or all of the above tasks (from the list of nine above) shall be conducted solely by the State and/or its community participation contractor, or, the State may, at its sole discretion, determine that certain of the above-referenced tasks are not appropriate or necessary given the particular circumstances related to the Site.

XXVIII. RECORD PRESERVATION

A. RECORDS PRESERVED

The Settling Defendant shall preserve, during the pendency of this Consent Decree, and for a minimum of ten (10) years after termination of this Consent Decree all documents not subject to the attorney-client privilege and/or work product doctrine in the possession, custody or control of the

Settling Defendant which are within the scope of the RI/FS Work Plan including but not limited to, documents reflecting the results of sampling, tests, or other data or information generated or acquired by said Settling Defendant or on its behalf, within the scope of this RI/FS Work Plan.

B. ACCESS TO RECORDS

The State and USEPA shall have access to the above-referenced documents, and upon request by the IEPA, Attorney General and/or USEPA, the Settling Defendant shall provide all requested documents, or copies of such documents, to the requesting agency(s) or office, subject to the confidentiality provisions of Section XXII herein. After the ten year period of document retentions, Settling Defendant shall notify the IEPA, Attorney General and USEPA in writing at least 90 days prior to the destruction of such documents, and upon request by the IEPA, Attorney General and/or USEPA, Settling Defendant shall relinquish custody of the documents and/or provide copies thereof to the requesting agency(s) or office.

C. ACCESS TO EMPLOYEES

Settling Defendant shall make available, as reasonably as possible, to the State, any employees or agents, including the Settling Defendant's Project Coordinator, with knowledge of facts concerning the performance of the Work required by this Consent Decree and/or the contamination at or from the Site,

for purposes of investigation, information gathering, or testimony related to the Work and/or the contamination at or from the Site for a period of ten years after termination of this Consent Decree. Settling Defendant shall make such employees or agents available to the State on a mutually convenient basis upon request by the State.

XXIX. STATE FUNDING: WAIVER OF CLAIMS

The Settling Defendant waives any claims or demands for compensation or payment against the State of Illinois or any fund of the State of Illinois, for or arising out of any Work or other activity performed or expenses incurred pursuant to this Consent Decree or the contamination at or from the Site.

XXX. RESERVATION OF RIGHTS

A. STATE RESERVES RIGHTS

1. All rights reserved. The State reserves all rights, powers and defenses that it may have pursuant to any available legal authority, except as specifically provided in Subsection XXXIII(F) herein.

2. Right to Sue Persons. Except as specifically provided in Subsection XXXIII(f), the State expressly reserves

the right to sue or continue to sue any person or entity in connection with the contamination at or from the Site.

3. No Waiver. Nothing herein shall be deemed a waiver of any right, power or defense available to the State relative to any proceeding, action or claim against it. In addition, nothing herein shall limit the right of the State to defend any action brought against it. This subsection is subject to the provisions of Subsection XXXIII(F) herein.

4. Additional Action. Except as specifically provided in Subsection XXXIII(F), nothing herein shall limit or waive the right of the State to enforce this Consent Decree, or to take action pursuant to Section 22.2(f) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1022.2(f), or any other section of the Act, or Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for violations of such or other statutory or regulatory requirements. The State reserves the right to take any enforcement action pursuant to any available legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages except as provided herein.

5. Response Costs Incurred After Entry of Consent Decree. The State reserves the right to bring an action against the Settling Defendant for recovery of any Response Costs incurred by the State after entry of this Consent Decree as the result of releases, threatened releases or the presence

of hazardous substances, pollutants or contaminants at or from the Site, except that the State will not bring an action for Response Costs relative to those specific response activities which are satisfactorily completed by the Settling Defendant pursuant to this Consent Decree and approved by the State (as specifically provided in Subsection XXXIII(F) herein).

6. Failure to Perform. Nothing herein shall be construed to release the Settling Defendant from any liability for its failure to perform the RI/FS or associated other activities in accordance with the State-approved RI/FS Work Plan. Nothing herein shall be construed to limit or in any way impair the ability of the State to secure satisfaction of the Work or other obligations required of the Settling Defendant pursuant to this Consent Decree, in the event that the Settling Defendant fails to perform said Work or obligations to completion in accordance with this Consent Decree, the SOW, or the State-approved RI/FS Work Plan. The Parties further expressly agree that this Consent Decree and the successful completion and approval of the RI/FS and associated activities shall not constitute satisfaction of, a waiver of, a release of, or a covenant not to sue for any claim of the State against the Settling Defendant relating to the contamination at or from the Site (including claims to require Settling Defendant to undertake further response actions and claims to seek reimbursement of Response Costs

pursuant to Section 22.2(f) of the Act, Ill. Rev. Stat. 1991, ch. 111-1/2, par. 1022.2(f), or Section 107 of CERCLA 42 U.S.C. 9607,) except that, upon receipt of a written certification of satisfactory completion from the State, as provided in Section XLIII herein, Settling Defendant shall have no further obligations to perform Work or other activities under this Consent Decree or to reimburse the State for Response Costs incurred by it (as more specifically provided in Subsection XXXIII(F) herein).

7. RI/FS or RI/PR Work and Recovery of Costs. Except as specifically provided in Subsection XXXIII.(F), the State reserves the right to undertake any RI/FS or RI/PR Work relating to contamination at or from the Site, to the extent Settling Defendant fails to comply with this Consent Decree, to undertake response actions in accordance with this Consent Decree and SOW, and to seek recovery from the Settling Defendant for any costs incurred in undertaking such actions.

8. Providing Information No Release. In no way does the providing of information to the State or USEPA release Settling Defendant from any enforcement or cost recovery action brought by the State.

9. Not a Party to Contracts. The State is not a Party to, and does not assume any liability for, any contract entered into by Settling Defendant in carrying out the Work or other activities required pursuant to this Consent Decree.

B. NON-PARTY RELEASE

1. Release for Non-Parties. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the Parties may have against any person, firm, partnership or corporation not a Party to this Consent Decree for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, disposal or presence of any hazardous substances, contaminants, or pollutants at or from the Site. The Parties to this Consent Decree expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not Parties to this Consent Decree, and as to each other for matters not covered hereby.

2. Right to Contribution. The State recognizes that the Settling Defendant may have the right to seek contribution, indemnity and/or other available remedies against any non-party found to be responsible or liable for contribution, indemnity or otherwise for Response Costs which have been or may be expended by the Settling Defendant in connection with the contamination at or from the Site, provided such costs are consistent with the NCP.

3. Non-Party Injury or Damage. Nothing herein is intended to be a release or settlement of any claim for personal injury or property damage by any person not a Party

to this Consent Decree. This Consent Decree and the Settling Defendant's performance hereunder shall not be construed to create any private rights of action.

4. Reservation by Settling Defendant. The Settling Defendant reserves its right to seek judicial review as provided in Subsection XXVI; Settling Defendant reserves all rights it may have to oppose and defend against such claims and actions regarding liability or responsibility in any subsequent proceedings regarding this site, except proceedings to enforce this Consent Decree and to assert any and all claims it may have against the State and/or any person, or government agency other than proceedings to enforce this Consent Decree. The Settling Defendant reserves any rights it may have to bring any action otherwise available against any person as defined in Section 101(21) of CERCLA.

C. NO ADMISSION BY SETTLING DEFENDANT AND STIPULATION OF USE

1. No Admission. Except as provided in Section X titled "Determinations," by entering into this Consent Decree, or by taking any action in accordance with it, the Settling Defendant does not admit any of the Findings of Fact, Conclusions of Law, Determinations or any of the allegations contained in this Consent Decree nor does Settling Defendant admit liability for any purpose or admit any issues of law or fact, any wrongdoing, or any responsibility for contamination at or from the Site. Nothing in this Consent Decree may be

used in any fashion or admitted into evidence in any proceeding except for Dispute Resolution between the Parties to this Decree, actions in which the Agency is a party that allege injury based in whole or in part on acts or omissions of Settling Defendant in connection with performance under this Consent Decree, or proceedings to enforce the terms of this Consent Decree.

2. Reservation of Rights. Settling Defendant reserves its rights and defenses regarding liability or responsibility in any subsequent proceeding regarding this Site, other than Dispute Resolution proceedings, or proceedings to enforce this Consent Decree. Settling Defendant does not, by signing this Consent Decree, waive any right it may have to assert claims under CERCLA against any non-party, pursuant to Section 113(f) of CERCLA, 42 U.S.C. 9613(f). This Consent Decree shall be evidence only of the agreements contained herein. However, nothing in this Consent Decree shall prohibit its use by the Parties hereto to establish its existence and terms or to enforce it.

XXXI. FORMAL APPROVAL

No informal advice, guidance, suggestions or comments by the State or USEPA, whether oral or written, regarding reports, plans, specifications, schedules, or any other writing submitted by Settling Defendant, may be construed as

relieving Settling Defendant of its obligations to obtain such formal approvals from the State as may be required by this Consent Decree, the SOW or the State-approved Work Plan.

XXXII. NO WARRANTY

The State, by its consent to the entry of this Consent Decree, does not warrant in any manner that Settling Defendant's complete compliance with this Consent Decree will result in future compliance with the provisions of the Act, 35 Ill. Adm. Code Subtitle G, CERCLA, RCRA, the NCP, or any future cleanup standards which may be established by the State, as regards the Site and the contamination at or from the Site. Notwithstanding the State's review and approval of any plans formulated pursuant to this Consent Decree, Settling Defendant shall remain solely responsible for compliance with the terms of the Act, 35 Ill. Adm. Code Subtitle G, CERCLA, RCRA, the NCP and any future cleanup standards which may be established by the State, as regards the Site and contamination at or from the Site.

XXXIII. REIMBURSEMENT OF STATE RESPONSE COSTS

A. RESPONSE COSTS INCURRED PRIOR TO ENTRY OF CONSENT DECREE

1. Reimbursement for Attorney General's Response Costs Incurred Prior to Entry of Consent Decree. The Attorney General agrees to provide Settling Defendant with a summary

accounting of Response Costs incurred prior to the entry of this Consent Decree as the result of releases, threatened releases or the presence of hazardous substances, contaminants or pollutants at or from the Site. The Attorney General agrees to provide said summary accounting of his response costs which were incurred prior to the entry of this Consent Decree to the Settling Defendant within 90 days of the date of entry of this Consent Decree. Upon a reasonable request, the Attorney General agrees to provide the Settling Defendant with copies of all receipts and other documents evidencing such expenditures. This accounting shall not include Response Costs reimbursed, or to be reimbursed by the USEPA pursuant to any cooperative agreement or enforcement management agreement between USEPA and IEPA. This accounting shall not include any costs incurred by USEPA in connection with this Site.

2. Reimbursement for IEPA Response Costs Incurred Prior to Entry of Consent Decree. The IEPA agrees to provide Settling Defendant with a summary accounting of Response Costs incurred prior to the entry of this Consent Decree as the result of releases, threatened releases or the presence of hazardous substances, contaminants or pollutants at or from the Site. IEPA agrees to provide said summary accounting of its Response Costs which were incurred prior to the entry of this Consent Decree to the Settling Defendant within ninety (90) days of the date of entry of this Consent Decree. This

accounting shall not include Response Costs reimbursed, or to be reimbursed by the USEPA pursuant to any existing cooperative agreement or enforcement management agreement between USEPA and IEPA. This accounting shall not include any costs incurred by USEPA in connection with this Site.

B. RESPONSE COSTS INCURRED AFTER ENTRY OF CONSENT DECREE

1. Attorney General's Response Costs Incurred After Entry of Consent Decree. The Attorney General agrees to submit to Settling Defendant a summary accounting of all Response Costs incurred by him after the entry of this Consent Decree on a quarterly or annual basis, at his discretion. Such Response Costs may include, but shall not be limited to, costs for enforcement of this Consent Decree. Enforcement costs shall be considered as proper Response Costs if such costs are consistent with the definition set forth in Section VII. This accounting shall not include any costs incurred by USEPA in connection with this Site.

2. IEPA Response Costs Incurred After Entry of Consent Decree. The IEPA agrees to submit to Settling Defendant a summary accounting of all Response Costs incurred by it after the entry of this Consent Decree on a quarterly or annual basis, at its discretion. Such Response Costs may include, but shall not be limited to, costs for enforcement of this Consent Decree. Enforcement costs shall be considered as proper Response Costs if such costs are consistent with the

definition set forth in Section VII. This accounting shall not include any costs incurred by USEPA in connection with this Site.

C. PAYMENT REQUIREMENTS

1. Attorney General. Checks for reimbursement of Response Costs of the Attorney General shall be made payable to the "Illinois Attorney General" for deposit in the "State Projects and Court Ordered Distribution Fund for Environmental Enforcement", and delivered to the Illinois Attorney General's Office, Chief, Environmental Control Division, 100 West Randolph, 12th Floor, Chicago, Illinois 60601. The name and number of this case, along with the Illinois Site ID number shall appear on all checks. Payments shall be made by certified or corporate checks only. A copy of the transmittal letter and check shall be sent to the State Project Manager.

2. IEPA. Checks for reimbursement of Response Costs of IEPA shall be made payable to the "Treasurer, State of Illinois," and designated on the check for the "Hazardous Waste Fund". The name and number of this case, along with the Illinois Site ID number shall appear on all checks. The checks shall be delivered to: Fiscal Services Section, Accounts Receivable Unit, IEPA, P.O. Box 19276, 2200 Churchill Road, Springfield, Illinois 62794-9276. A copy of the transmittal letter and check shall be sent to the State

Project Manager and the Attorney General. Payments shall be made by certified or corporate checks only.

D. BILLING PERIODS FOR STATE RESPONSE COSTS INCURRED AFTER ENTRY OF CONSENT DECREE

Billing periods for Response Costs of the Attorney General or IEPA incurred after entry of this Consent Decree shall be on a quarterly or annual basis, as determined in subsection B, above, unless the Parties agree to some other billing period.

E. DUE DATE

Settling Defendant shall, within thirty (30) days of receipt of a summary accounting for Response Costs from the Attorney General or IEPA, remit checks for the amount of those costs, unless the Settling Defendant files a notice of intent to invoke Dispute Resolution relative to any such accounting, pursuant to Section XXVI herein, or requests additional documentation pursuant to Section XXXIII. In the event that Settling Defendant invokes Dispute Resolution regarding any such accounting, the Settling Defendant shall pay the amount(s) indicated in the accounting received from the Attorney General and/or IEPA into an interest-bearing Escrow Account, pending a final determination of the dispute (by informal agreement, pursuant to a Final Administrative Order or an order of this Court). If the Settling Defendant requests additional documentation, payment for the amount of

the Response Costs shall be made 14 days after receipt by Amoco of such additional documentation. Undisputed amounts shall be paid when due.

F. COVENANTS OF THE STATE NOT TO SUE.

1. In consideration of reimbursement by the Settling Defendant of all monies due for Response Costs incurred by the Attorney General and/or IEPA prior to the entry of the Consent Decree, relative to the contamination at or from the Site, (in the amounts which shall be indicated in their respective summary accounting pursuant to Subsection A, above), the State covenants not to sue Settling Defendant for any Response Costs incurred by the Attorney General and/or IEPA prior to the entry of this Consent Decree. In the event that any reimbursement payments to the State for such Response Costs are not paid by the Settling Defendant in a timely manner (as provided in Subsection E, above), the State shall be released from this covenant not to sue. This covenant not to sue shall become effective, as regards Response Costs incurred prior to the entry of this Consent Decree, upon receipt by the State of reimbursement from the Settling Defendant for all Response Costs incurred by the Attorney General and IEPA prior to the date of entry of this Consent Decree.

2. In consideration of reimbursement by the Settling Defendant of all monies due for Response Costs which may be

incurred by the Attorney General and/or IEPA after the entry of this Consent Decree, relative to the contamination at or from the Site, in the amounts which shall be indicated in their respective quarterly or annual summary accounting (pursuant to Subsection B, above), the State covenants not to sue Settling Defendant for any Response Costs which may be incurred by the Attorney General and/or IEPA after the entry of this Consent Decree. In the event that any reimbursement payments to the State for such Response Costs incurred after entry of the Consent Decree are not paid by the Settling Defendant in a timely manner (as provided in Subsection E above), the State shall be released from this covenant not to sue. This covenant not to sue shall become effective, as regards a quarterly or annual reimbursement payment for Response Costs incurred after the entry of the Consent Decree (pursuant to subsections B and D above), upon receipt by the State of reimbursement from the Settling Defendant for all Response Costs incurred by the Attorney General and/or IEPA during that relevant quarterly or annual billing period.

3. Upon written certification by the State that Settling Defendant has satisfactorily completed all Work (as defined in Section VII) in accordance with this Consent Decree, the SOW, the State approved RI/FS Work Plan or any alternate Remedial Action, and further, provided Settling Defendant has made all payments provided for in paragraph F.1

and those payments due pursuant to paragraph F.2 above for Response Costs incurred prior to the issuance of said certification, the State covenants not to sue or take any administrative action against the Settling Defendant to recover any costs incurred by the State in undertaking the performance of any such Work and for such Work that was previously certified to as having been completed satisfactorily. In the event and to the extent that any Work or other required activities under this Consent Decree are not satisfactorily completed by the Settling Defendant and certified to by the State, the State shall be released from this covenant not to sue.

G. COVENANT OF SETTLING DEFENDANT NOT TO SUE

In consideration of the covenants of the State contained herein, the Settling Defendant covenants not to sue the State, the Attorney General, the IEPA, their employees, agents and representatives, for contribution toward any Response Costs that it alleges it may have incurred relative to the contamination at or from the Site prior to the entry of this consent Decree, or that it will incur pursuant to this Consent Decree, or otherwise may incur for RI/FS and related activities relative to the contamination at or from the Site. This covenant not to sue shall become effective, regarding all

such Response Costs of the Settling Defendant, on the date of entry of this Consent Decree.

H. RESPONSE COSTS OUTSTANDING AT TIME OF TERMINATION

If reimbursement payments for Response Costs of the State are outstanding at the time the State plans to terminate this Consent Decree, Settling Defendant shall, within 30 days of the submission of an accounting specifying such remaining costs, and before termination of this Consent Decree, reimburse the State for all such Response Costs. In the event that such Response Costs are not paid in a timely manner (as specified in the previous sentence), the State shall be released from the covenants not to sue contained in this Section.

XXXIV. INDEMNIFICATION

The Settling Defendant agrees to indemnify, save and hold harmless the State of Illinois, the Attorney General, IEPA, and agents, employees and representatives of the State, the Attorney General and IEPA from any and all claims or causes of action arising in whole or in part from, or on account of, acts or omissions of the Settling Defendant, its officers, employees, receivers, trustees, agents, assigns, parents, subsidiaries, divisions, contractors or subcontractors related to carrying out the Work or other required activities pursuant to this Consent Decree.

XXXV. INSURANCE FOR STATE

Prior to the commencement of any Work under this Consent Decree, the Settling Defendant shall ensure that it or its contractor(s) and/or subcontractor(s) performing such Work obtain(s) Comprehensive General Liability ("CGL") insurance with policy limits of no less than \$2 million per occurrence, with an annual aggregate of at least \$4 million, which shall name as additional insured, the State, including its agencies, the Attorney General, IEPA, their agents, and employees. Said CGL policies shall insure the State, including its agencies, the Attorney General, IEPA, their agents and employees against any and all liability arising in whole or in part out of Settling Defendant's, or their contractors', subcontractors' or agents' acts or omissions related to the performance of the Work at or around the Site. At least fourteen days prior to commencement of any Work at or around the Site, Settling Defendant shall provide the State with copies of current binders for or certificates of insurance policies obtained by them, their contractors or subcontractors providing the above-required coverage. It shall be the sole responsibility of the Settling Defendant to make sure that CGL coverage with the above-referenced limits and listing the above-referenced additional insured is maintained until such time as the work performed under this Consent Decree is certified by the State as satisfactory or such time as any

known claim against any of the above-referenced additional insured is finally resolved, whichever is later. The Settling Defendant shall provide the State with copies of certificates of renewal or replacement CGL policies by the time of expiration of the initial policy or policies. Any insurance company issuing such CGL insurance shall be authorized to do business in the State of Illinois.

XXXVI. FINANCIAL ASSURANCE

Settling Defendant shall submit an RI/FS cost estimate to the State within 15 days of the entry of this Consent Decree. An RI/FS cost estimate shall thereafter be resubmitted to the State for review and approval annually to account for, inter alia, work completed, changes in the SOW and inflation. Within 45 days following entry of this Consent Decree, and annually thereafter, Settling Defendant shall provide evidence of financial assurance for review and approval of the State in the amount of the current RI/FS cost estimate, and in a form consistent with 40 CFR Part 264, Subpart H, as amended. In the event that the Settling Defendant elects to provide evidence of financial assurance by means of a financial test and corporate guarantee, and the State determines that the Settling Defendant shows questionable financial stability, following a review of the ratio analyses referenced in 40 CFR 264.143(f), the State reserves the right to require the

Settling Defendant to provide financial assurance acceptable to the State by a means specified in 40 CFR 264.143(a), (b), (c), (d) or (e), as amended. In the event the Settling Defendant elects to provide evidence of financial assurance by means of a financial test and corporate guarantee, the Settling Defendant agrees to provide the State with such additional financial information as the State may require to adequately assess the financial stability of the Settling Defendant.

XXXVII. SUBSEQUENT AMENDMENT

A. MUTUAL AGREEMENT

In addition to the procedures set forth in Section XXVI, this Consent Decree may be amended by mutual agreement of the State and the Settling Defendant, upon approval of this District Court. Within 31 days of reaching an agreement for an amendment under this subsection, the Parties shall move this Court to amend this Consent Decree to reflect that agreement, except in the case of informal technical amendments under Subsection C of this Section.

B. EFFECTIVE DATE

Any amendment to this Consent Decree shall be in writing, signed by the Attorney General, IEPA and the authorized representative of the Settling Defendant, and shall have as its effective date that date on which such amendment is

entered by this District Court, except for informal technical amendments described in Subsection C below (the effective date for which shall be determined pursuant to the terms of Subsection C), and any amendments to this Consent Decree which are necessary to reflect a Final Administrative Order resolving a dispute pursuant to Section XXVI (the effective date for which shall be the date that Final Administrative Order is issued).

C. INFORMAL AMENDMENT

An amendment of any technical report or plan required by this Consent Decree (including the RI/FS Work Plan and any subordinate plans, but excluding the SOW attached to this Consent Decree), or an amendment of any requirement relative to said report or plan, shall be: (1) based upon informal agreement between the Settling Defendant's Project Coordinator and the State Project Manager, in consultation with the Attorney General, (2) in writing, (3) signed by both Parties, and (4) mailed simultaneously to the persons named in Section XVII. It shall be effective 14 days after it is signed by the later of the Parties, unless otherwise specified by the State Project Manager. Technical modifications or additions agreed to pursuant to this Subsection, which did not result from the Dispute Resolution process provided in Section XXVI herein, shall be incorporated into this Consent Decree, but the 31 day period for filing with the Court provided in Subsection A of

this Section and in Subsection XXVI(A) shall not apply.

XXXVIII. ADMINISTRATIVE RECORD FOR THE RECORD OF DECISION

The IEPA, with the cooperation of the Attorney General, shall maintain an administrative record meeting the requirements of Section 113(k)(1) of CERCLA, 42 U.S.C. 9613(k)(1), and the NCP, Subpart I, Section 300.800 et seq., upon which to base the selection of a final Remedial Action. Among other things, any informal amendments of technical reports or plans pursuant to Section XXXVII and any other analysis or data submitted by the Settling Defendant, shall be part of this administrative record.

XXXIX. DEADLINES/RECEIPT

A. DEADLINES

Deadlines for meeting requirements under this Consent Decree, the SOW and the RI/FS Work Plan will be deemed to be satisfied if all requirements are met by midnight of the last day of the relevant month, if a day of the month is not stated.

B. RECEIPT

Items mailed to all parties shall be presumed received five days after mailing. Actual day of receipt shall be determined by certified mail receipt card, if one is used, or by the date the item is stamped in by the State.

XL. CONVEYANCES

A. RECORDING OF CONSENT DECREE

Within 31 days of entry of this Consent Decree, the Settling Defendant, as owner of the property on which the Site is located, shall record a copy of this Consent Decree with the Recorder's Office in the County in which the Site is located, with receipts thereof to be sent to the Attorney General and IEPA.

B. SALE OR TRANSFER OF INTEREST IN SITE PROPERTY

Real property owned by the Settling Defendant within the boundaries of the Site may only be alienated following receipt of written approval from the State of any proposed transfer of any interest in the Site. Such approval shall not be unreasonably withheld. The Settling Defendant shall be entitled to an opportunity for consultation with the State prior to the State's approval or disapproval of a proposed transfer. At least ninety days prior to the date of any proposed alienation or transfer, the Settling Defendant shall notify the State of such proposed alienation or transfer, the name and address of the proposed grantee, and shall provide any information the State deems necessary to assess the ability of the proposed grantee to fulfill any obligation of the Settling Defendant hereunder. Settling Defendant shall give notice of and shall provide a copy of this Consent Decree

to its proposed grantee no later than 90 days prior to the transfer of ownership of the whole or any part of the Site. Settling Defendant shall contemporaneously verify to the State that such notice has been given. In the event of any such alienation, all of the Settling Defendant's obligations pursuant to this Consent Decree shall continue to be met by the Settling Defendant as grantor, and the grantee. In addition, there shall be a specific assumption of all duties and obligations under this Consent Decree by the grantee, in a form agreeable to the State. Any violation of this subsection by Settling Defendant shall release the State from its covenants not to sue contained in Subsection XXXIII(F).

C. DEED NOTICE

Any deed, title or other instrument of conveyance regarding the Site or any portion of the Site shall contain a notice that such Site is the subject of this Consent Decree, setting forth the style of the case, case number, and court having jurisdiction, and shall indicate that the property has been determined by the State to be contaminated with hazardous substances, contaminants and pollutants. Any deed, title or other instrument of conveyance regarding the Site shall contain a covenant acceptable to the State providing that no grantee or tenant shall alienate its interest without the prior written approval of the State. Further, any person or entity who may be a grantee or tenant of the Site property

shall specifically assume the obligations of access, cooperation and non-interference which are placed upon the Settling Defendant in this Consent Decree, in a form acceptable to the State. Any violation of this subsection by Settling Defendant shall release the State from its covenants not to sue contained in subsection XXXIII(F).

XLI. RETENTION OF JURISDICTION

This District Court shall retain jurisdiction of this matter for the purposes of interpreting, implementing and enforcing the terms and conditions of this Consent Decree, and for the purpose of adjudicating all matters of dispute between the parties.

XLII. SEVERABILITY

A. SEVERABILITY

The provisions of this Consent Decree shall be severable, and, should any provision be declared by a court of competent jurisdiction to be inconsistent with State or Federal law or the NCP, the remaining clauses shall remain in full force and effect.

B. CONTROLLING PROVISIONS

In the event that any provision of this Consent Decree, its attachments or any State-approved plans or reports are found by this District Court to be inconsistent with the

provisions of the Act, CERCLA or the NCP, those provisions of the Consent Decree, its attachments or plans shall be construed so as to be consistent with the Act, CERCLA and the NCP.

XLIII. CERTIFICATION AND TERMINATION

A. SUBMISSION OF NOTICE OF COMPLETION BY SETTLING DEFENDANT

Upon completion of the Work and all other obligations required of the Settling Defendant pursuant to this Consent Decree, Settling Defendant shall submit a written notice to IEPA and the Attorney General which states that the Work and all other obligations have been completed in full satisfaction of the requirements of this Consent Decree.

B. REVIEW OF WORK AND OTHER OBLIGATIONS OF SETTLING DEFENDANT

The State agrees to review the Work and the performance of other obligations hereunder within ninety (90) days of receipt of notice from the Settling Defendant that it believes that all such Work and obligations have been satisfactorily completed. The State will indicate whether or not satisfactory completion of all Work and other obligations has been achieved following such review. If the State needs additional time for said review, it agrees to so notify the Settling Defendant before the expiration of the ninety (90) day period and a sixty (60) day extension will be provided.

Under no circumstances, however, shall the failure of the State to indicate to Settling Defendant whether or not satisfactory completion has been achieved (or to notify the Settling Defendant that extra time for review will be necessary) within ninety (90) days of receipt of notice be construed as an approval or acceptance by the State of Settling Defendant's Work or its performance of any other obligation hereunder. If the State determines that the Work and/or the performance of any obligation has not been completed in accordance with the requirements of this Consent Decree, the State will notify Settling Defendant in writing of what the Settling Defendant shall be required to do to satisfactorily complete the Work or the performance of any other obligation, referencing the specific provisions of this Consent Decree, the SOW or other State-approved plan, and stipulating a schedule for completion. If Settling Defendant disagrees with any such determination by the State the Dispute Resolution provision of Section XXVI shall apply.

C. DEEMED SATISFACTION

With the exception of Sections XXVIII, XXIX, XXX, XXXIII, XXXIV and XXXV, the provisions of this Consent Decree shall be deemed satisfied upon receipt by the Settling Defendant from the State, a written certification of satisfactory completion of all Work and other obligations required hereunder. Said certification will indicate that the Settling Defendant has

completed all of the Work and other activities required of it hereunder, including any additional Work, modifications or amendments hereto, to the satisfaction of the State. It shall be the sole responsibility of the Settling Defendant to demonstrate to the State's satisfaction that all Work and other activities hereunder have been completed. Upon certification of satisfactory completion by the State, or upon agreement of all Parties, this Consent Decree shall terminate, with the exception of Sections XXVIII, XXIX, XXX, XXXIII, XXXIV and XXXV stated above in this paragraph.

ENTERED THIS _____ DAY OF _____, 199__.

JUDGE

The Parties whose signatures appear below hereby consent to the terms and entry of this Consent Decree.

PEOPLE OF THE STATE OF ILLINOIS
ROLAND W. BURRIS,
ATTORNEY GENERAL OF THE STATE
ILLINOIS

DATED: 2/8/94

BY: Matthew J. Dunn
MATTHEW J. DUNN
Chief, Environmental Control
Division
Assistant Attorney General

ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

DATED: 2/1/94

BY: Joseph E. Svobeda
JOSEPH E. SVOBODA
General Counsel

AMOCO CHEMICAL COMPANY,
a Delaware Corporation

DATED: 12-21-93

BY: Walter R. Quanstrom
WALTER R. QUANSTROM,
Vice President
Environmental Health
and Safety
Amoco Corporation
FEIN: 36 234 7240

a:amoco8.dec

ATTACHMENT I

STATEMENT OF WORK (SOW)

The Remedial Investigation (RI) and Feasibility Study (FS) Work plans shall be developed in conformance with this Statement of Work (SOW), the standards set forth in Section 121 of CERCLA, U.S. EPA guidance on remedial investigations and feasibility studies, CERCLA, SARA, the NCP, Superfund guidance and policy, any applicable State law and any additional, related guidance documents provided by the U.S. EPA and the IEPA. All work to be performed by the Settling Defendant pursuant to the attached Consent Order shall be under the direction and supervision of a qualified professional engineer registered in Illinois, a certified geologist, or other person qualified to work in hazardous materials management projects. On or before the effective date of the Consent Decree, the Settling Defendant shall notify the State and USEPA in writing, of the name, title, address, telephone number, facsimile number (if any), and professional qualifications of their proposed Project Coordinator. Settling Defendant shall also notify the State of the names of principal contractors and/or subcontractors proposed to be used in carrying out the Work to be performed pursuant to this Consent Decree. Selection of any such engineer, geologist, contractor and/or subcontractor shall be subject to approval in writing by the State. Such approval shall not be unreasonably withheld. The Settling Defendant shall have the right to change its Project Coordinator. Such change shall be accomplished only upon written approval by the State. The Settling Defendant shall notify the State in writing at least 15 days prior to the proposed change. Any such replacement shall not be cause for delay of performance of work required by the Consent Order.

This document is the Statement of Work (SOW) for conducting a RI and FS at the Amoco Chemicals (Joliet Landfill) NPL Site located in Will County, Illinois (see Site map in Attachment 2). The purpose of this SOW is to provide the direction and intent of the RI/FS. Where appropriate, all documents provided shall be separate, distinct, and complete. Within 30 days of the effective date of the Consent Decree the Settling Defendant shall submit for review to the State the Site Assessment Plan. The State shall provide comments to the Settling Defendant. Within 60 days of receipt of the State's comments pertaining to these documents, a Draft RI/FS Work Plan that provides detailed guidance for the execution of the RI/FS shall be submitted to the State, USEPA, and Attorney General.

PURPOSE

The purpose of the RI is to determine the nature and extent of contamination at the Site. The FS, based upon the RI report, shall determine and evaluate alternatives for remedial action that are protective of human health and the environment and that are consistent with the NCP. Amoco shall furnish or contract all personnel, materials, and services needed to perform the RI/FS at the Site. Data collected pursuant to the requirements of the RI/FS Work Plan shall be submitted in a tabulated summary with the detection limits included. Raw data shall be submitted as appendices to the reports.

Monthly written progress reports shall be submitted by overnight mail to the State, Attorney General and USEPA by the tenth business day of each month following the commencement of the activities required in the RI/FS Work Plan.

The IEPA requests that ten (10) copies of final documents be submitted to them. One copy shall be sent to the Attorney General and one to USEPA.

Any sampling party shall notify all parties, including but not limited to Settling Defendant, the IEPA, the Attorney General and USEPA at least ten (10) days in advance of any sample collection activity.

The IEPA, with the cooperation of the Attorney General, shall maintain an administrative record meeting the requirements of Section 113(k)(1) of CERCLA, 42 USC 9613(k)(1), and the NCP, Subpart I, Section 300.800 et seq., upon which to base the selection of a final Remedial Action. Among other things, any informal amendments of technical reports or plans pursuant to Section XXXVII of the Consent Decree and any other analysis or data submitted by the Settling Defendant, shall be part of this administrative record.

The Tasks described herein are grouped into the following three categories:

- I. Plans and Management
- II. Remedial Investigation (RI)
- III. Feasibility Study (FS)

I. PLANS AND MANAGEMENT

Task 0 - RI/FS Work Plan Preparation

A. EVALUATION OF PRE-EXISTING SITE INFORMATION AND REPORTS

Use of existing data, studies, analyses and other work shall be optimized in scoping the Work Plan to the extent consistent with the

NCP. Data gaps evident from a review of this data may be considered in the Work Plan and tasks shall be developed to gather the information necessary to support the Baseline Risk Assessment (BRA) and the FS. The Site Assessment Plan shall represent the initial submittal to the IEPA, USEPA, and Attorney General. The following documents generated by Settling Defendant and its consultant make up the Site Assessment Plan:

1. "Report on the Sandwich Fault Geologic Investigation at the Amoco Chemical Joliet Facility" prepared by Patrick Engineering Inc. September 1988.
2. "Report on the Amoco Chemical Company Landfill - Hydrogeologic Investigation Phase II" (five volumes), prepared by Patrick Engineering Inc. February 1990.
3. "Report on Phase III Activities at the Amoco Landfill" (two volumes), prepared by Patrick Engineering Inc. May 1990.

These documents, as well as all QA/QC documents used to generate the above data, shall be submitted to the State and USEPA within 30 days of the effective date of this Consent Decree. The IEPA, USEPA, and Attorney General shall review the quality and content of these submittals, to the extent consistent with the NCP. The IEPA shall then provide the State's comments to Settling Defendant informing them the extent to which these submittals are of acceptable quality to be incorporated into the RI.

B. WORK PLAN

After receipt of the State's comments pertaining to the above referenced site-specific documents, Settling Defendant shall prepare a Work Plan for the RI/FS Study including the elements contained in this SOW. The Work Plan shall also include a detailed discussion of the technical approach, personnel requirements, and schedules. The following plans shall be included in the RI/FS Work Plan:

1. Field Sampling Plan
2. Quality Assurance Project Plan
3. Health and Safety Plan
4. Data Management Plan

Subject to the terms and conditions of the Consent Decree, IEPA and/or its contractors shall write and perform the following:

5. Baseline Risk Assessment plan
6. Community Relations Program

The preparation of these plans shall result in draft documents. The plans shall be submitted to the IEPA, USEPA, the Attorney General. Amoco shall respond to comments made by the State and issue a final version of the documents.

1. Field Sampling Plan

A Field Sampling Plan shall be prepared to address field

activities necessary to obtain additional Site data. The Field Sampling Plan shall contain:

- a. An evaluation of additional data required to adequately characterize the Site, evaluate the No Action Alternative, and support the FS;
- b. A statement of sampling objectives; specification of equipment, analyses of interest, sample types, and sample locations and frequency; and
- c. A sampling and analysis schedule with target dates that are mutually agreeable to Amoco and the IEPA.

The Field Sampling Plan shall include a discussion of the use of field screening techniques to screen out samples that do not require laboratory analysis off Site. The Field Sampling Plan shall address potential remedial technologies and associated data that may be needed to evaluate alternatives for the FS.

2. Quality Assurance Project Plan

A Quality Assurance Project Plan (QAPP) for the sampling, analysis and data handling aspects of the RI shall be prepared and submitted for IEPA review/approval. The QAPP shall be consistent with the requirements of current USEPA and State guidance

regarding the preparation of QAPPs, as listed in Section XXIII.B of the Consent Decree.

The QAPP shall address the types of investigations to be conducted at the Site and at areas impacted by the Site (e.g. waste characterization, hydrogeologic, soils and sediments, air, and surface water).

Quality assurance/quality control (QA/QC) criteria shall be specified and shall be supported with appropriate discussion identifying the applications and limitations of such criteria.

3. Health and Safety Plan

A Health and Safety Plan shall be prepared to address hazards that the investigation activities may present to the investigation team and to the surrounding community. The Health and Safety Plan shall address all applicable regulatory requirements and detail personnel responsibilities, protective equipment, procedures and protocols, decontamination, training and medical surveillance. The Health and Safety Plan shall identify problems or hazards that may be encountered and their solutions. Procedures for protecting third parties, such as visitors or the surrounding community, shall also be provided. The Health and Safety Plan shall be consistent with, but not limited to :

- Section III(c) of CERCLA

- USEPA Order 1440.2 -- Health and Safety Requirements for Employees Engaged in Field Activities
- USEPA Order 1440.3 -- Respiratory Protection
- USEPA Occupational Health and Safety Manual
- USEPA Interim Standard Operating Safety Procedures
- 29 CFR Part 1910.120 OSHA Standards: Hazardous Waste Operations and Emergency Response
- Site Conditions

4. Data Management Plan

A Data Management Plan shall be developed to document and track investigation data and results. The Data Management Plan shall identify and set up laboratory and data documentation materials and procedures, project file requirements, and project-related progress reports.

5. Baseline Risk Assessment plan

A Baseline Risk Assessment plan (BRA) and associated work plan shall be performed by IEPA based on data provided by Amoco in conducting the RI to identify and characterize the toxicity and levels of hazardous substances present, contaminant fate and

transport, the potential for human or environmental exposure, or both, and the risk of potential impacts or threats on human health and the environment. The BRA shall provide the basis for determining whether or not remedial action is necessary, and a justification for performing remedial actions. The procedures and information to be followed when performing the BRA for this Site and areas impacted by the Site are contained in:

- The NCP
- USEPA RI/FS Guidance: "Interim Final Risk Assessment Guidance (RAG) for Superfund, Volume I, Human Health Evaluation Manual: (Part A) (EPA/540/1-89/002) (December 1989)
- "Interim Final Risk Assessment Guidance for Superfund, Volume II, Environmental Evaluation Manual" (EPA/540/1-89/001) (March 1989)
- USEPA Integrated Risk Information System (IRIS) as well as any updates to these documents, data bases, or additional RAG volumes that are provided by the State after the effective date of the Consent Decree
- ATSDR Health Assessment, if finalized and available

Amoco shall be given the opportunity to comment on the data used and the draft of the BRA.

The BRA shall consist of the following tasks:

- a. Plant Historical Information
- b. Source Characterization
- c. Physical Characterization
- d. Migration Pathway Assessment
- e. Site Investigation Analysis Technical Memorandum Quality Assurance Quality Control (QA/QC)

6. Community Relations Program

IEPA shall prepare a Community Relations Program. The CR Program shall describe the types of information to be provided to the public and outline the opportunities for community comment and input during the RI/FS process.

II. REMEDIAL INVESTIGATION (RI)

The objectives of the RI are to:

- Identify potential source(s) of contamination at the Site and determine the nature and extent of contamination, if any, at the Site.
- Define the pathways of contaminant migration and evaluate the potential for impacts off Site.

- Define the physical features that could impact contaminant migration, containment or remediation.
- Characterize actual and potential risk, if any, to public health and the environment.
- Gather information necessary to support the FS.

SCOPE

The RI consists of the following tasks:

1. Description of Site Conditions and Monitoring Well Inspection
2. Site Investigation
3. Site Investigation Analysis
4. Laboratory and Bench-Scale Studies
5. Community Relations Support
6. Project Management/Reports

Task 1 - Description of Site Conditions and Monitoring Well Inspection

Data gathered during the previous investigations or inspections, and other relevant data may be used, provided that the data meets the requirements for use in the RI Report (this is in reference to the documents, which include the Site Assessment Plan, to be initially submitted to the IEPA, USEPA, and Attorney General as well as documents generated earlier). The Site Assessment Plan includes the following areas:

- Site Background
- History of Response Action
- Nature and Extent of Problem
- Definition of Boundary Conditions
- Facility Map
- Monitoring Well Inspection

Task 2 - Site Investigation

Investigations shall be conducted to characterize the Site and its actual or potential hazard to public health and the environment. The investigations shall result in data of adequate technical content to support the BRA and development and evaluation of remedial alternatives during the FS.

Investigation activities shall focus on problem definition and data to support the screening of remedial technologies, alternatives development and screening, and detailed evaluation of alternatives.

The goals of the Site Investigation are to:

- Investigate and fully characterize potential contaminant sources and their chemical natures at the Site;
- Evaluate the vertical and horizontal extent of contamination at or from the Site;
- Spatially quantify contamination to the extent necessary to enable preparation of a BRA and the FS;

- Identify contaminant migration pathways and movement; and,
- Characterize public health and environmental risk associated with Site-related hazardous substances.

The Site Investigation activities shall follow the Work Plan. Sample analyses shall be conducted at laboratories following IEPA and USEPA protocols or equivalents. Strict chain-of-custody procedures shall be followed and the location of samples collected for analysis shall be designated on the Site map established under Task 1.

Samples collected may be analyzed for the Contract Laboratory Program (CLP) target contaminant list as negotiated in the Work Plan.

Although the following investigations essentially provide for the activities which are intended to satisfy the above goals, the Work Plan developed pursuant to this Statement of Work may propose alternative methods of achieving the goals of the Site Investigation.

a. Source Characterization

Investigations shall be performed for the purpose of characterizing the physical and chemical aspects of potentially contaminated source areas, the materials in which they are contained, and the surrounding materials. The source investigation shall involve data related to the type, quantity, chemical and physical properties, and concentrations from potentially contaminated areas. It is expected that this information shall be obtained from a combination of existing Site

information, field inspections, preliminary screening techniques, and Site sampling techniques.

B. Migration Pathway Assessment

Migration pathways at the Site shall be characterized through the following investigations:

(1) Hydrogeologic Investigation

A hydrogeologic study shall be performed to evaluate the subsurface geology and characteristics of the water bearing formations. Information utilized in this study may draw on existing Site data. The study shall define the following, but is not limited to: hydrostratigraphy, controlling geologic features, potential for preferential groundwater flow, and hydraulic heads within the water bearing formations of the Site and areas impacted by contamination at or from the Site. The study shall also evaluate the long term disposition of potential contaminants if they have the potential to migrate to the groundwater.

The survey shall address at a minimum the degree of hazard, the mobility of pollutants, the soil's attenuation capacity and mechanisms, discharge/recharge areas, regional flow directions, and quality and effects of any pumping alternatives that are developed, if applicable. This study may address existing Site data as described in the Site Assessment Plan and information obtained from the Source Characterization to define groundwater

flow patterns. In addition, the results of this investigation shall assist in forming the rationale for locating and designing monitoring wells and the subsequent Contaminant Characterization.

A technical description of all methods to be used in gathering data for this study shall be included. This shall include a diagrammatic representation of proposed monitoring well locations, design and construction, information on materials, drilling techniques and well development methods.

(2) Municipal and Residential Well Samples

A survey shall be conducted to identify those residences and establishments within a one mile radius of the Site which (i) utilize wells completed in the aquifer(s) of concern, and (ii) are not serviced by municipal water supplies. From this information, a sampling and analysis program shall be developed to obtain water quality data from representative wells that could be impacted by Site-related hazardous substances.

(3) Soils Investigation

The physical and chemical characteristics of surface and subsurface soils at the Site shall be evaluated to determine the location and extent of contamination, if any. This investigation may overlap with certain aspects of the Source Characterization and Hydrogeologic Investigation (e.g. characteristics of soil strata are relevant to both the transport of contaminants by

groundwater and to the location of contamination, if any, in the soil; cores from groundwater monitoring wells may serve as soil samples).

To further characterize the horizontal and vertical extent of contaminated soils at the Site information on local background levels, location of samples, techniques utilized, and methods of analysis shall be included. The investigation shall identify the location and probable quantities of subsurface wastes through the use of appropriate existing information, field investigation techniques and subsequent sample collection.

(4) Surface Water and Sediment Investigation

Drainage patterns and runoff characteristics shall be evaluated for the potential of erosional transport. The physical and chemical characteristics of the sediments may be evaluated, if determined to be necessary. Staff gauges may be used to evaluate the hydraulic relationship between the Des Plaines River and the groundwater flow system.

A survey of data on surface water flow quantity and quality and the relationship between the Site and local background levels, locations and frequency of previous sampling events, and methods and types of analyses shall be particularly useful.

c. Contaminant Characterization

Data generated from the Migration Pathway Assessment and Source Characterization may be used in conjunction with data from the Site Assessment Plant to design an environmental sampling and analysis program. The objective of this program is to evaluate the extent and magnitude of contaminant migration along all potential pathways of concern at the Site.

Monitoring points shall be installed in each appropriate media identified as a potential migration pathway. The monitoring network may incorporate several of the piezometers and/or staff gauges installed during assessment of potential migration pathways. Monitoring wells shall be constructed and installed pursuant to IEPA guidance and specifications.

The analytical parameters list shall be based on the data collected during the Source Characterization and review of background information. The selection of parameters or classes of parameters (e.g., volatile organics, metals, etc.) shall be based upon their source characterization and their persistence and mobility within potential pathways of migration. Provisions may be made for conducting full Target Compound List (TCL) analyses at those monitoring stations where there is a reasonable possibility of detecting contamination. Samples shall be collected, handled and analyzed in accordance with the protocols and procedures described in the Work Plan.

Task 3 - Site Investigation Analysis

Information obtained during the course of the RI shall be evaluated in Task 3 and shall be presented in the RI report. The Site Investigation Analysis shall include the items below:

- a. A quality assurance and data sufficiency evaluation shall be performed. The purpose of this subtask shall be to evaluate and determine if the data quality (e.g. QA/QC procedures have been followed) and quantity support the BRA and the FS.

The QA/QC and data quality evaluation shall be presented to IEPA as a part of the RI report. The QA/QC evaluation shall determine if the data met the requirements of the QAPP. The QA/QC evaluation shall be performed in accordance with current State and Federal guidance. After the data validation step is completed, the data quality review shall evaluate and determine if the remaining data meets the objectives of the RI.

- b. An analysis and summary of all Site Investigations and their results shall be prepared in the Site Investigation analysis. The results and data from these investigations shall be organized and presented logically so that the relationship between Site investigations for each medium are apparent. Site Investigation data shall be analyzed to develop a summary of the type and extent of contamination at the Site.

c. The BRA shall be prepared to evaluate the actual or potential threat to public health, welfare, or the environment presented by the No-Action Alternative. Actual or potential risks associated with contaminants at or from the Site shall be quantified whenever possible. A general outline of work for the BRA is as follows:

- Select target contaminants for evaluation based on their degree of contribution to the risks associated with the Site.
- Conduct exposure assessments that include the identification of acute and chronic hazards of concern and the population(s) at risk.
- Evaluate existing toxicity information and assess the potential for acute and chronic effects of the contaminants at or from the Site, as well as specific effects such as carcinogenicity, reproductive dysfunction, teratogenicity, neurotoxicity and other metabolic alterations; plus the impact, if any, on aquatic and terrestrial wildlife posed by contaminants at or from the Site.
- Assess impact by identifying acceptable exposure guidelines or standards and comparing estimated doses with these guidelines or standards. For target contaminants at the Site that are designated as carcinogens by USEPA, related

guidance shall be utilized to estimate the increase in cancer risks.

- Sources and magnitude of uncertainties generated in the risk assessment process may be identified as recommended by USEPA guidance. This activity shall evaluate the impact on the analysis of uncertainties propagated through the BRA and FS.

The BRA shall be performed in accordance with the procedures described in USEPA risk assessment guidance "Risk Assessment Guidance for Superfund: Volume I: Human Health Evaluation Manual" and "Risk Assessment Guidance for Superfund: Volume II: Environmental Evaluation Manual".

Task 4 - Laboratory and Bench Scale Studies

If necessary, laboratory and/or bench-scale studies shall be used to determine the applicability of remedial technologies to conditions at the Site and areas impacted by contamination from the Site. The analysis of technologies shall be based on a literature review, vendor contacts, and past experience to determine the testing requirements. This task shall not be initiated until sufficient evidence of contamination exists to warrant a screening of alternatives for remediation purposes.

If necessary, a testing plan shall be developed identifying the type(s) and goal(s) of the study(ies), the level of effort needed, and data management and

interpretation guidelines for submission to IEPA and USEPA for review and IEPA approval.

Upon completion of the testing, the results shall be evaluated to assess the technologies with respect to the specific questions related to the Site as identified in the testing plan.

If laboratory testing and bench-scale testing are required, a report summarizing the testing program and its results, both positive and negative shall be prepared. This report shall be added to the RI Report after review and approval by the IEPA Project Manager.

Task 5 - Community Relations

Amoco shall participate in the development of the Community Relations Program under the guidance of and at the direction of IEPA. Amoco shall cooperate with the IEPA in the implementation of the CR Program, as outlined in Section XXVII of the Consent Decree.

Task 6 - Project Management/Reports

Responsibilities of Amoco's Project Manager throughout the RI/FS include:

- Working with IEPA in consultation with the Attorney General to plan the scoping and scheduling for the RI/FS.
- Conducting the actual RI/FS.

- Maintaining the timely completion of scheduled activities and the cost-effectiveness of each activity.
- Keeping IEPA, USEPA, and Attorney General informed of project schedules.
- Maintaining project quality control and quality assurance.
- Monitoring subcontractors.
- Submit monthly progress reports as described in the Consent Decree.
- Ensuring that the work outlined within this task is carried out per Federal and State requirements.

Reports for the RI can be classified as follows:

A. Progress Reporting Requirements

Monthly reports shall be submitted by Amoco to describe the technical progress of the project. These reports shall discuss the following items for the month:

1. Identification of activities at the Site
2. Status of work at the Site
3. Schedule status
4. Difficulties encountered during the reporting period
5. Actions being taken to rectify problems
6. Activities planned for the next month

7. Changes in personnel

The monthly progress report shall list target and actual completion dates for each element of activity, including project completion, and shall provide an explanation of any deviation from the milestones in the Work Plan.

B. Technical Memoranda

The results of specific RI activities, as outlined in the approved Work Plan, shall be submitted in draft form to the State and USEPA throughout the RI process. Responses to the State's comments concerning memorandum issues shall be addressed by the Amoco Project Manager to the IEPA Project Manager with copies sent to USEPA and Attorney General Project Managers. The specific technical memoranda and their associated schedules for submittal shall be identified in the RI/FS Work Plan (Task 0).

C. Remedial Investigation (RI) Report

A draft Remedial Investigation summary report shall be prepared. The RI Report shall characterize the Site and summarize the data collected and the conclusions drawn from the investigative Tasks 1 through 3. The Report shall be submitted in draft form to the IEPA, USEPA, and Attorney General for review and comment. Following receipt of comments from State (sent by IEPA), a draft final report shall be prepared and submitted. The RI Report shall not be considered final until a letter of approval is issued by the IEPA Project Manager.

III FEASIBILITY STUDY (FS)

SCOPE

The purpose of the Amoco Chemical (Joliet Landfill) Feasibility Study (FS) is to develop and evaluate remedial action alternatives based on the results of the RI and BRA that shall mitigate impacts, if any, to human health and the environment resulting from exposure to hazardous substances at or from the Site. Amoco and their consultants shall furnish the necessary personnel, materials, and services to prepare the FS except as otherwise specified.

The FS shall conform to Section 121 of SARA, the NCP as amended, the RI/FS (October 1988) guidance as amended, and all relevant State and Federal policies.

The FS consists of the following three Tasks:

- Task 7 - Remedial Alternatives Screening
- Task 8 - Remedial Alternatives Evaluation
- Task 9 - Feasibility Study Report

A Work Plan that includes a detailed technical approach and schedules shall be submitted for the FS.

TASKS

Task 7 - Remedial Alternatives Screening

This task constitutes the first stage of the FS and is comprised of six interrelated subtasks. The goal is to develop and evaluate remedial

alternatives for additional screening and review. The Baseline Risk Assessment results shall be considered throughout the evaluation process.

Subtask 7a - Preliminary Remedial Technologies

A master list of potentially feasible technologies shall be developed that includes remedial technologies for areas both on site and impacted by the site. The master list shall be screened according to conditions at the Site and areas impacted from the Site, waste characteristics, and technical requirements, in order to eliminate or modify those technologies that may prove extremely difficult to implement, require unreasonable time periods, or rely on insufficiently developed technologies. The results of this task shall be summarized in a Technical Memorandum that shall be submitted to IEPA, USEPA, and Attorney General.

Subtask 7b - Development of Alternatives

1. Developing Remedial Response Objectives

Objectives specific to the Site shall be developed based on public health and environmental concerns as identified in the BRA for the Amoco Chemicals (Joliet Landfill) NPL Site, the description of the Site conditions, information gathered during the RI, Section 300.430 of the NCP, USEPA's interim guidance and the requirements of any other applicable USEPA, Federal, IEPA or State standards, guidance and advisories. Based on the conditions at the site, the IEPA shall determine the cleanup objectives. These cleanup objectives shall at a minimum satisfy the requirements of the NCP, and may exceed those standards based on IEPA requirements.

2. Assembling Alternatives for Remedial Action

A comprehensive approach specific to the Site shall be developed for a Remedial Action by assembling combinations of identified technologies that include the following:

- a. Treatment alternatives for source control that eliminate the need for long term management (including monitoring).
- b. Alternatives involving treatment as a principal element to reduce the toxicity, mobility or volume of waste.
- c. An alternative that involves containment of waste with little or no treatment but that protects human health and the environment primarily by preventing exposure to, or reducing the mobility of, the waste.
- d. A No Action Alternative.

For groundwater response actions, a limited number of remedial alternatives shall be developed within a performance range defined in terms of a remediation level. The targeted remediation level is the risk range of 10^{-4} to 10^{-6} for reasonable maximum exposure and may include different rates of restoration. If feasible, one alternative that would restore groundwater quality to a 10^{-6} risk for maximum lifetime risk level within five years shall be configured.

The remedial action alternative developed for the Amoco Chemicals (Joliet Landfill) NPL Site may involve source control and groundwater response actions. In these instances, the two elements may be formulated together so that the comprehensive remedial action is effective and the elements complimentary. Because each element has different requirements, each shall be detailed separately in the development and the analyses of alternatives.

Subtask 7c - Initial Screening of Alternatives

1. Initial Screening Considerations

The alternatives developed under Subtask 7b shall be subjected to an initial screening to narrow the list of potential remedial actions for detailed analysis; the rationale for eliminating alternatives shall be included.

Initial screening considerations include:

- a. Effectiveness - degree to which the alternative protects human health and the environment; attains State and Federal applicable or relevant and appropriate requirements (ARARs) or other applicable criteria, advisories, or guidance; significantly and permanently (as defined in CERCLA/SARA) reduces toxicity, mobility or volume of hazardous constituents and are technically reliable and effective in other respects. Reliability considerations include the potential for failure and the need to replace the remedy.

- b. Implementability - degree to which the alternative is technically feasible and employs available technologies; the technical and institutional ability to monitor, maintain and replace the technology over time, and the administrative feasibility of implementing the alternative.
- c. Cost - evaluation of construction and long-term costs to operate and maintain the alternative based on conceptual costing information. At this stage of the FS, cost shall be used as a factor when comparing alternatives that provide similar results, but not when comparing treatment and non-treatment alternatives. However, cost shall be a factor in the final remedial selection process.

2. Intent of Alternatives Screening

The initial screening of alternatives incorporating treatment shall be conducted with the intent of preserving the most promising alternatives as determined by their likely effectiveness and implementability. The screening shall result in a range of alternatives remaining for future analyses as described previously in Subtask 7b(2).

Innovative alternative technologies shall be carried through the screening if there is a reasonable belief they offer either the potential for better treatment, performance or implementability; fewer or less adverse impacts than other available approaches; or lower costs for similar performance than the demonstrated technologies.

The containment and No Action Alternatives shall be carried throughout the screening process to the detailed analyses.

Subtask 7d - Remedial Alternatives Array Document

To obtain ARARs from the IEPA, a detailed description of alternatives (including the extent of remediation, containment levels to be addressed, and method of treatment) shall be prepared. This document shall also include a brief history of the Site, areas impacted from the Site, a characterization of the Site and areas impacted from the Site that indicates the potential contaminants of concern, migration pathways, receptors and other pertinent information.

A copy of this Alternatives Array Document shall be submitted to the State and USEPA along with a request for a notification of standards. This document shall be due 30 (thirty) days after the final RI draft report. The Alternatives Array Document shall include the alternatives specified in Subtasks 7a through 7c.

Subtask 7e - Community Relations Program

A program for community relations support shall be developed. The program shall be consistent with the Community Relations Program developed under Task 5 and with the conditions set forth in the Consent Decree.

Subtask 7f - Data Requirements

Data requirements specific to the relevant and applicable technologies as presented in the Alternatives Array Document shall be identified. These

requirements shall focus on providing data needed for the detailed evaluation and development of a preferred alternative.

Task 8 - Remedial Alternatives Evaluation

Subtask 8a - Detailed Analyses of Alternatives

1. Evaluation of Alternatives

The action-specific IEPA and Federal ARARs and other published criteria, advisories and RI/FS guidance (October 1988) to be used in the analyses and selection of a remedy shall be identified and described.

Alternatives shall be analyzed in sufficient detail that remedies can be selected from a set of defined and discrete hazardous waste management approaches.

The information needed to compile and evaluate each alternative shall be developed. The alternatives shall be evaluated for the "nine criteria", which include:

- a. Overall Protection of Human Health and Environment.
- b. Compliance with Applicable or Relevant and Appropriate Requirements (ARARs).
- c. Long-term Effectiveness and Permanence.
- d. Reduction of Toxicity, Mobility, and Volume through Treatment.
- e. Short Term Effectiveness.
- f. Implementability.
- g. Cost.
- h. Support Agency Acceptance.

i. Community Acceptance.

2. Comparison of Alternatives

Under this subtask, the alternatives shall be compared using the full array of evaluation factors appropriate for the Amoco Chemicals (Joliet Landfill) NPL Site and areas impacted from the Site. Component measures of effectiveness shall include the degree to which the alternative is protective of human health and the environment. Where ARAR health-based standards are established, they shall be used to establish the minimum level of protection at the Site and areas impacted from the Site. Where such levels do not exist, risk assessments shall be used to establish appropriate levels for the Site and areas impacted from the Site. The reliability of the remedy, including the potential need for the cost of replacement, shall be used as another important element in measuring effectiveness.

Measures specific to the Site may also include other health risks borne by the affected population, population sensitivities and impact on environmental receptors. If a groundwater response is appropriate for the Site the potential for the spread of the contaminant plume and the technical limits of aquifer restoration shall be used as measures of effectiveness. Another important measure of effectiveness is the degree to which the mobility, toxicity or volume of the substance, pollutant or contaminant is reduced.

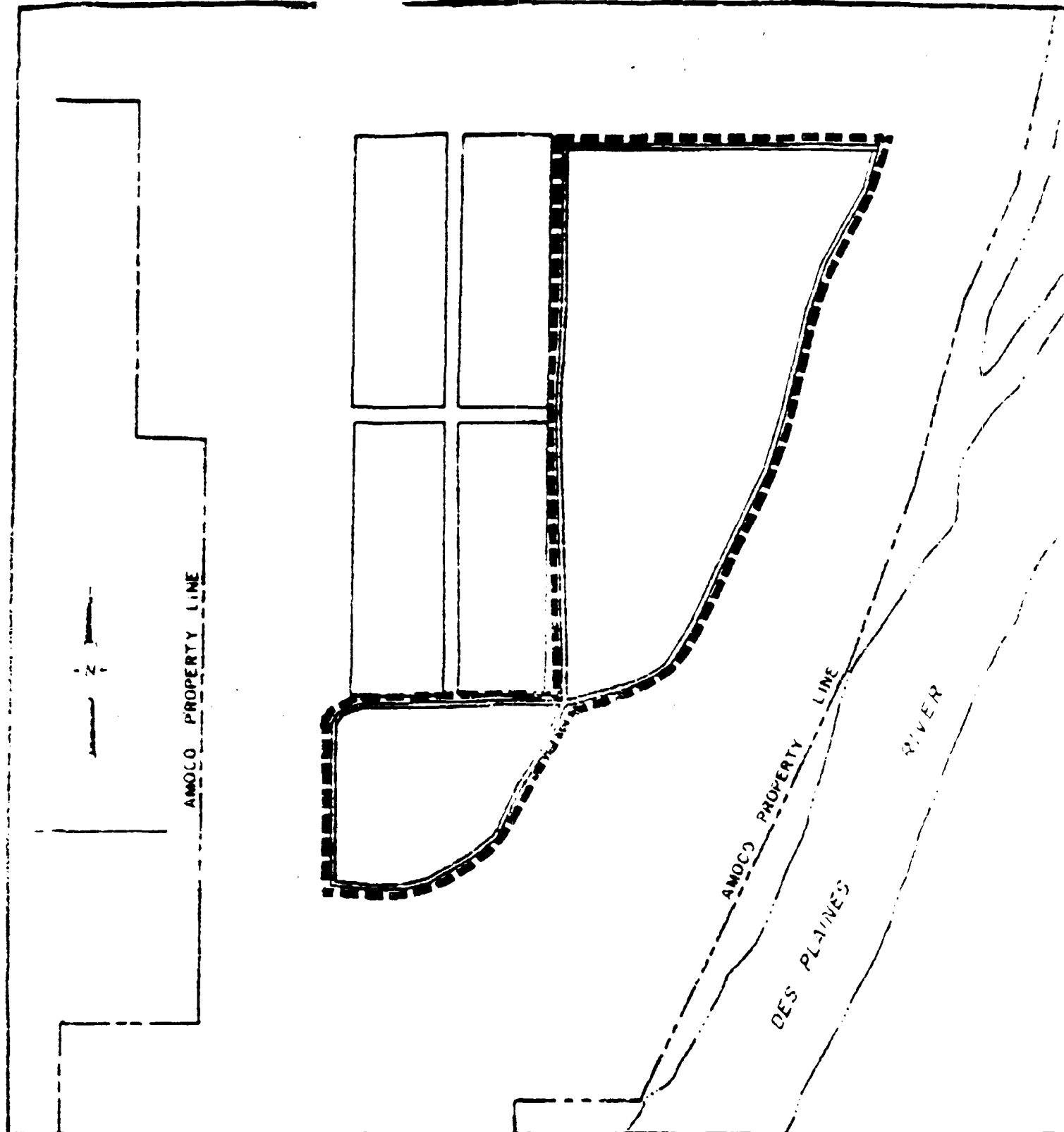
Component measures of implementability that shall be considered include the technical feasibility of implementing the alternative, the administrative feasibility of implementing the alternative and the availability of any needed equipment, specialists or capacity outside of the Site. Specific measures for groundwater remedial actions shall include the feasibility of providing an alternate water supply to meet current groundwater needs, the potential need for use of groundwater as a future resource in the study area and the effectiveness and reliability of institutional controls.

Subtask 8b - Preferred Remedy

The evaluation of alternatives to select the appropriate remedy shall be in accordance with the NCP. The selected alternative shall be prepared and submitted by Settling Defendant for the State's review and approval. It shall represent the best balance across all evaluation criteria as determined by IEPA in consultation with USEPA and Attorney General.

Task 9 - Final FS Report

The FS Report shall be prepared in a draft report and submitted to the IEPA, USEPA, and Attorney General for review and comment. Upon receipt of comments from State (sent by IEPA), a draft final FS Report shall be prepared and submitted. The FS Report shall not be considered final until a letter of approval is issued by the IEPA Project Manager. Deliverables and technical memoranda submitted previously shall be summarized and referenced in order to limit the size of the report. The report shall completely document the FS and the process by which the recommended remedial alternative was selected.



LEGEND

----- Landfill Boundary

SCALE 0 200 400

ATTACHMENT 2

**AMOCO CHEMICAL
JOLIET LANDFILL**

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
AMOCO CHEMICAL COMPANY,)	
a Delaware Corporation,)	
)	
Defendant.)	

AFFIDAVIT OF TOTAL COSTS AND FEES

I, ROSEMARIE CAZEAU, being first duly sworn, under oath, depose and state as follows:

1. that I have prepared this Affidavit of Total Costs and Fees with itemized attachments;
2. that total costs and fees are recoverable by the Illinois Attorney General's Office pursuant to Section XXXIII(A)(1) of the Consent Decree in this matter.
3. that to the best of my knowledge the Affidavit conservatively states the reasonable expenses incurred by the Illinois Attorney General's Office in this matter.


ATTORNEY FEES:	\$2,198.37
CLERICAL COSTS:	<u>374.10</u>

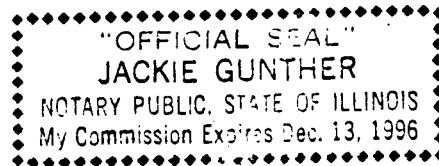
TOTAL	\$2,572.47
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(SEE ATTACHED FOR BREAKDOWN)


ROSEMARIE CAZEAU

SUBSCRIBED and SWORN
before me this 6th day of
October, 1993.


NOTARY PUBLIC





State of Illinois

ENVIRONMENTAL PROTECTION AGENCY

Mary A. Gade, Director

2200 Churchill Road, Springfield, IL 62794-9276

Documentation Date: December 10, 1993
Statement of IEPA Costs Incurred & Paid
October, 1989 through September, 1993
for Amoco Chemical/Joliet
LPC #1948000001

Personal Services, Fringe Benefits, and Indirect	\$ 29,187
Travel and Automotive	\$ 1,500
Contractual - Professional Services	\$ 10,000
- Laboratory Services	\$ 0
- Other	\$ 0
Supplies	\$ 0
Total Expenditures	\$ 40,687